Exhibit 6



PHASE 1 REQUEST FOR QUALIFICATIONS (RFQ)

PROJECT: D/B Regional Office Building (ROB)

Modernization, 7th & D St. S.W. Washington D.C

CONTACT PERSON: Cindy Dwier – CONTRACT SPECIALIST

TELEPHONE NUMBER: 202-412-0784

EMAIL: <u>cindy.dwier@gsa.gov</u>

RFP ISSUED: 02/22/2024 RFP RECEIPT: 04/01/2024

TIME & DATE: 11:00 AM

SUBMIT RFP TO: cindy.dwier@gsa.gov cc Robert.n.jackson@gsa.gov

GENERAL SERVICES ADMINISTRATION

NCR, R11 Office of Acquisition Construction Service Center 4

1800 F St. N.W

WASHINGTON, DC 20407

SOLICITATION NO.: 47PM0424R0017

GENERAL SERVICES ADMINISTRATION

IN ACCORDANCE WITH GSA'S AFFRIMATIVE PROCUREMENT PROGRAM AND THE STATUTES, REGULATIONS, AND EXECTIVE ORDERS OF THE UNITED STATES, THE CONTRACTOR IS TO USE GREEN PRODUCTS AND SUPPLIES IN THE ACCOMPLISHMENT OF THIS CONTRACT.

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PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

Solicitation # 47PM0424R0017 Regional Office Building Modernization

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- WAGE DETERMINATION DC20240002 MOD 1 DATED 2024 1 12

Design Build Contract for: Regional Office Building Modernization, 7th & D St. S.W. Washington D.C

The Solicitation, Phase 1 – Request for Qualifications (RFQ)

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I. General Information

I.A. The Project.

The government seeks to renovate the former Regional Office Building (ROB) at 7th and D Streets SW in Washington DC to accommodate new tenants (the Project). The resulting contract will be a firm fixed price and will utilize the design-build project delivery method. The total project limits of work comprise approximately 935,000 building gross square feet and 60,000 square feet of surrounding site and site work. This area includes seven occupied floors above-grade, two penthouse levels, and two sub-grade levels. All major building systems are intended to be upgraded or replaced entirely in order to meet the requirements of the 2021 edition of the GSA Facilities Standards for the Public Buildings Service (P100), with its 2022 Addendum. The project will seek to provide energy savings and be certified to a GOLD Level under LEED BD+C v. 4.1. The interior layout will employ the most current workplace strategies, targeting 80% open office and 20% closed office. The offeror shall be capable of providing hazardous materials abatement and design-build services to include without being limited to significant upgrades to and/or replacement of civil, blast, structural, interiors, envelope, vertical transportation, lighting, electrical, plumbing, HVAC, fire / life safety, audio/visual, physical security, and information technology systems. The building's design shall support federal utility use reduction goals while also meeting the requirements of local authorities, which will include The Commission of Fine Arts, National Capital Planning Commission, Washington Metropolitan Area Transit Authority, and others. While the building itself is not listed nor intended to be listed on the National Register of Historic Places, the DC Historic Preservation Officer is also likely to be included in consultation, given the significance of fine arts murals in the building's East Lobby

I.B. the Solicitation and Contract

(1) This Solicitation sets forth requirements for Phase 1 qualifications proposals for a Contract to construct the Project. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth

herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

- (2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- (3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.C. List of Phase 1 Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation Phase 1
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 Solicitation Offer and Award
- (4) Draft of the Agreement
- (5) The Scope of Work, Specifications, Drawing Exhibits and other Attachments to the Agreement.
 - (6) Evaluation Factors Phase 1
 - (7) Past Performance Questionnaire

I.D. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

Authorized Representative Information:			
Contracting Officer's Information			
Name: Robert Jackson			
Address: 1800 F St. N.W. Washington D.C			
Telephone: 202-252-3631			
Email: robert.n.jackson@gsa.gov			
Alternate POC Information			

Document: DB201-1/January 2024 (The Solicitation)

Authorized Representative Information:

Name: Cindy Dwier

Address: 1800 F St. N.W. Washington D.C

Telephone: 202-412-0784

Email: cindy.dwier@gsa.gov

I.E. Pre-Proposal Conference Interested parties must submit full name of each attendee to include the prime contractor you are attending for. Only those parties who have submitted their full name to cindy.dwier@gsa.gov and cc robert.n.jackson@gsa.gov in advance of the meeting will be allowed to attend. To request a reasonable accommodation due to a disability, contact the Contracting Officer

Date: March 14, 2024

Time: 10:00 a.m.

Location: Regional Office Building, 7th & D St. S.W. Washington D.C

RFI RESPONSES ARE DUE ON MARCH 20,2024 AT 1PM EST

I.F. Estimated Price Range

The estimated price range for the Project is between \$450,000,000.00 and \$600,000,000.00.

I.G. Questions Regarding Phase 1

Submit all questions regarding the Phase 1 to the Contracting Officer on or before March 21, 2024, by 11:00 a.m. Any responses provided by GSA will be posted on the Governmentwide Point of Entry (GPE) as an Amendment to the Solicitation.

I.H. Receipt of Qualifications

(1) In order to be considered for Phase 2 and award, Phase 1 qualifications proposals conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm local time on the following date and at the following address.

Date: April 1, 2024

Address: cindy.dwier@gsa.gov cc robert.n.jackson@gsa.gov

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- 1. Technical Proposal
- 2. Proprietary Information Agreement
- 3. Other Documents as Required

II.B. Proposal Format

A. SUBMISSION REQUIREMENTS

An Offeror's proposal shall consist of all information and materials submitted for evaluation in response to this Solicitation. An Offeror's proposal shall consist of several Volumes, where one Volume each shall comprise:

- 1. The Offeror's response to the Phase 1 RFQ
- 2. Administrative Documents required of the Offeror with its Phase 1 RFQ proposal
- 3. The Offeror's response to the Phase 2 RFP technical proposal
- 4. The Offeror's Phase 2 RFP Price/Cost Proposal

Offerors shall submit all required proposal information electronically to the SSA/PCO, Robert Jackson (robert.n.jackson@gsa.gov) and to the Contracting Specialist, Cindy Dwier (cindy.dwier@gsa.gov), no later than the Solicitation Phase 1 closing time and date. Offeror proposals received after the required time and date deadline will not be evaluated. Proposals shall be submitted in Portable Document Format. Each Volume shall correspond to one submitted PDF file except where a Volume exceeds 25MB in size when attached to an email. In the event that a Volume PDF exceeds 25MB, the Offeror shall bifurcate PDFs into the fewest number of sub-Volumes necessary to reduce the size of each sub-Volume below 25MB. No individual Tab shall be split between different PDFs. The subject line of each email to which a Volume or sub-Volume is attached shall include:

- The Solicitation Number
- Firm Name
- The Solicitation Phase Number (1 or 2)
- The Volume or sub-Volume An example is as follows:

Subject Line: "47PM0424R0017, Firm Name, Phase 1, Volume / sub-Volume 1 of 5" the body of each submission email shall include the following information:

- Firm Name
- Address
- CAGE Code
- UEI
- Small Business
- \bullet The information for a primary and secondary point of contact for the Offeror, including: \circ

Names,

- o Emails, and
- Phone numbers.

Each PDF must be electronically searchable, and each Volume's table of contents must be electronically bookmarked to the appropriate Tab. The Offeror's use of electronic signatures, where signatures are required in the forms indicated and/or provided, shall be accepted by the Government.

B. SUBMISSION FORMATTING

Offerors must organize their proposals as outlined herein. Volumes must be produced in an 8-1/2" x 11" format, except for oral presentation materials, schedules, and organization charts. Schedules and organization charts (Factor 4) may be submitted in an 11" x 17" format. The scaling of information on all submission materials must be clearly legible when printed. The pages of each Volume must be numbered, with the first page of each Volume beginning at "1", and the pages of any sub-Volume shall begin sequentially after the last page of a previous sub-Volume. The minimum acceptable type size is eleven-point with a minimum of one-inch margins on all sides.

Each Volume must include a cover sheet. The cover sheet shall include the following information:

- The Offeror's name;
- The title of the Solicitation;
- The Solicitation number;
- The date of the Offeror's proposal submission;
- The Solicitation closing date and time;
- o For Phase 1, see SF1442 Block 1 and Block 13
- o For Phase 2, the closing date and time will be issued via an amendment
- The Offeror's CAGE code:

- The Offeror's physical address;
- The Offeror's NAICS and corresponding business size in accordance with the System for Award Management (SAM); and
- The information for a primary and secondary point of contact for the Offeror, including:
- o Names,
- o Emails, and
- o Phone numbers.

Each Volume must also include a table of contents that summarizes the Volume's included information, which shall be organized with written page submission limits as discussed below. All page limitations listed under column "MAX PAGE COUNT" are inclusive of any graphics, images, tables, etc. Any materials submitted but not required by this Solicitation (such as company brochures) shall be included in a separate tab labeled "Appendices" at the end of the associated proposal Volume.

<u>VOLUME</u>	TAB	TITLE MAX PAGE	COUNT
		Request for Qualifications	
1	N/A	Cover Sheet	1
1	N/A	Table of Contents	1
1	1	Teaming Agreement (if applicable)	N/A
1	2	Factor 1: Past Technical Experience	26*
1	3	Factor 2: Past Performance	13*
1	4	Factor 3: Lead Design Team	30*
2	N/A	Cover Sheet	1
2	N/A	Table of Contents	1
2	1	SF 1442 (Solicitation, Offer, and Award)	N/A
2	2	Certificate of Corporate Principal/Authority	N/A
2	3	Disclosure of Lobbying Activities (SF LLL)	N/A
2	4	Approved Statement of Affiliation	N/A
4	2	SF-1442 Solicitation for offer & award	N/A

^{*} Reference the Factor description for more information about Factor responsespecific page counts and limitations

Document: DB201-1/January 2024 (The Solicitation)

C. PROPOSAL COMPLIANCE REVIEW

A proposal compliance review will be performed to ensure that all required forms and certifications for each submitted Volume at each Phase are complete, that technical proposals have been received and that the Offerors are eligible to propose. An Offeror's failure to provide all of the requested information may adversely affect the evaluation or result in rejection of the proposal as nonresponsive.

II.C. Technical Proposal

Proposals must address the technical approach, technical qualifications, and the other Phase 1 evaluation factors stated herein. Any proposal not meeting all of the following criteria may result in not being further considered for award.

A. FACTOR 1: PAST TECHNICAL EXPERIENCE

1. Evaluation Requirements

This Factor considers the Offeror's past technical experience on Similarly Complex Projects as defined in Section VI.I below. That experience is to be demonstrated by both the Designer and the Constructor for three projects each. Where the Offeror submits more than three Similarly Complex Projects for either the Designer, Constructor, or both, the Government will only review the first three projects discussed. This Factor therefore requires the Offeror to submit a minimum of three and a maximum of six projects.

The information provided by the Offeror in response to this Factor must adhere to the following:

- All subfactor information provided for any single project shall not exceed four pages.
- All introductory information shall not exceed two pages.
- Based on the above, the total amount of information to be provided by the Offeror shall therefore, not exceed 26 pages.

At the beginning of the Offeror's response to this Factor, the Offeror shall include in its proposal a table that a) lists the projects that are subsequently discussed in the proposal and b) identifies whether the Designer, Constructor, or Both substantially participated in the performance of the work of each listed project. Additionally, for each project, the Offeror shall include the location of the discussed project and a third party point of contact (name, project role, email address, and phone number).

The subsequent information provided by the Offeror about each project shall demonstrate the below aspects of work, as applicable to the project and the entity (Designer or Constructor) to whom that work applies. The Offeror must discuss and meet, at minimum the following of the below five technical experience subfactor requirements:

- Subfactor a: The Offeror must provide this information for each project submitted under its response to this Factor.
- Subfactors b-e: The Offeror must provide information for a minimum of two of the four subfactors for each project submitted under its response to this Factor. Subfactors:
- a. The project's compliance with the definition of a Similarly Complex Project, with the Government's preference for the Offeror to format this project-specific information in a table wherever practical.
- b. The Offeror's design consultation and/or construction activity coordination (including permitting and inspections) with a minimum of three of the following project stakeholders:
- The National Capital Planning Commission (NCPC)
- The Commission of Fine Arts (CFA)
- DC Department of Consumer and Regulatory Affairs (DCRA)
- Washington Metropolitan Area Transit Authority (WMATA)

The Offeror's proposal shall include a discussion of the key design and/or construction issues presented to, coordinated with, and inspected by the above. This discussion will include how the Offeror navigated the resolution of those issues and came to a consensus on a final path forward. If cost or schedule were impacted, the Offeror shall discuss those impacts and how the Offeror mitigated or eliminated those impacts. This discussion should, at minimum, include how any scope changes were absorbed or mitigated; how the Offeror's communications means and methods prevented or mitigated project changes and risk; and how any lessons learned were incorporated into the project as a result of these issues.

- c. The design and/or construction of site infrastructure and elements meeting Interagency Security Committee (ISC) Facility Security Level (FSL) requirements at any level (I-V). The Offeror shall discuss the scope and objectives of this portion of the submitted project, any conflicts encountered between FSL requirements and other project program requirements whether in design or construction, and how specific conflicts were either proactively avoided, mitigated after development, and lessons learned as a result of the means and methods chosen for the remediation of conflicts associated with this work.
- d. The design and/or installation of extensive, intelligent Building System Networks, including a minimum of two of the following:
- Automation systems (HVAC, lighting controls)
- Advanced Metering Systems, including submetering (electric, gas, steam, water)
- Computerized maintenance management systems (CMMS)

The Offeror shall be given added consideration if all of the above were successfully designed, installed, and tested. Further consideration shall be given to Offerors whose work included the successful integration of any or all of the above systems into a master integrated system.

The Offeror shall discuss in its proposal the scope of each of the systems that was designed and installed. This must include the infrastructure included (in part or whole) impacted by the scope of each system, the types of controllers and software used, the status of points as passive (data gathering) or active (controlling valves, equipment, etc.), software trending and notification requirements, and any aspect of the scope of those systems that may have created conflicts with or risk to other project objectives. Where conflicts or risk existed or were created, the Offeror shall discuss how conflicts and risks were mitigated or eliminated. The Offeror shall also discuss whether and how systems may have been used during inspections and testing, and how the designed / installed systems were intended to benefit the client's long-term operations and maintenance of the project, e.g.: whether any focus on utility use reductions, reduction of long-term operation / maintenance costs, or ease of response to and resolution of emergencies was included.

- e. The design and/or installation of a minimum of one of the following:
- Materials,
- Systems, and/or
- Technologies

for which reducing or eliminating an existing building's carbon footprint was one of its primary purposes. The Offeror's proposal must discuss the scope and specific carbon footprint-reduction objectives and results (where results are available) of what was designed and installed. This must include any metrics available for the intended, tested, and/or actual measured carbon reduction and how metrics were established, calculated, and measured (where applicable for the scope of the work performed). The Offeror must discuss in its response to this subfactor the scope of the work applicable to this subfactor; any challenges, conflicts, and risks encountered during the completion of the work; what solutions were employed to resolve these issues; and the results of those solutions. The Offeror should discuss the successes or failures as a result of the decisions made, and lessons learned as a result; this could include discussion of changes to cost, schedule, other project objectives, and actual emission goals and intended and actual accomplishments.

2. Evaluation Method

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING

Adjectival Rating Description

Outstanding

The Offeror has fully met the qualifications for a "Good" rating and, additionally, has provided documentation that successfully demonstrates all five technical experience requirements for at least one Similarly Complex Project.

There are no weaknesses identified in the Offeror's proposal. At least one of the Similarly Complex Projects submitted meets all of the characteristics required by the definition provided in this Plan, or two or more projects meet more than six of the characteristics required by the definition provided in this Plan.

Good

The Offeror has fully met the qualifications for an Acceptable" rating and, additionally, has provided documentation that exceeds the minimum requirements laid out in subsection 1.a-e. At least one of the Similarly Complex Projects submitted meets more than six of the characteristics required by the definition provided in this Plan.

Acceptable

The Offeror has provided documentation that fully and clearly demonstrates its Designer's and Constructor's participation on a minimum of three projects that each meet this Solicitation's definition of a Similarly Complex Project. All minimum project aspects have been clearly demonstrated. The Offeror has also successfully responded to the minimum specific technical experience requirements..

Marginal

The Offeror has submitted fewer than three Similarly Complex Projects each for its Designer and its Constructor (or both, where both performed work on the same project). The Offeror's proposal includes one or more weaknesses, which may include but are not limited to information that does not clearly demonstrate compliance with the technical experience requirements and information that is, contradictory, technically infeasible, or incomplete.

Unacceptable

The Offeror's proposal is unresponsive to and/or does not meet the requirements]of the solicitation. It contains one or more deficiencies, one or more significant weaknesses, and the risk of the Offeror's unsuccessful performance is high. The Offeror's proposal cannot be awarded as written.

B. FACTOR 2: PAST PERFORMANCE

1. Evaluation Requirements

The Factor evaluates the Offeror's past performance on Similarly Complex Projects. The performance of the Offeror shall be evaluated by the Government for three projects for the Designer and three projects for the Constructor (or both, where the Offeror successfully demonstrates that the Designer and Constructor participated on the same project). Where the Offeror submits more than three Similarly Complex Projects for

either the Designer, Constructor, or both, the Government will only review the first three projects discussed. This Factor therefore requires the Offeror to submit a minimum of three and a maximum of six projects.

At the beginning of the Offeror's response to this Factor, the Offeror shall include in its proposal a table that a) lists the projects that are subsequently discussed in this Factor response and b) identifies whether the Designer, Constructor, or Both substantially participated in the performance of the work of each listed project. Note that the projects submitted under this Factor do not need to be the same projects submitted under other Factors; however, new projects submitted here must - in addition to all Factor-specific information - provide information that successfully demonstrates the submitted projects' compliance with the definition of a Similarly Complex Project for this Factor within the required page limitations. The Offeror shall provide verifiable information for projects submitted in response to this Factor that meet the below objectives:

- Demonstrate the Offeror's ability to meet project budget constraints by managing cost changes and claims.
- Demonstrate the Offeror's ability to effectively coordinate with all project stakeholders (including internally, between the Designer and Constructor, with the Government, with the Government's contractors, and with other external project stakeholders e.g.: authorities having jurisdiction).
- Demonstrate the Offeror's ability to effectively coordinate design and/or construction across all project trades.
- Demonstrate the Offeror's ability to complete projects within a client-approved schedule.
 - Demonstrate the Offeror's ability to ensure a high degree of quality through design and/or construction craftsmanship.
- Demonstrate success in achieving established subcontractor goals.

The Offeror shall include the following information for each project submitted in its response to this Factor:

- Project Title
- Project Location (City, State)
- Project (non-Offeror personnel) Reference (x2), including
- Name
- Project role
- Email Address
- Phone Number
- Project Delivery Type
- Project Size (square feet designed and/or constructed)
- Project Contract Scope, including trades involved
- Significant Project Modifications
- o Modifications may have impacted design, construction, or both
- o "Significant" modifications must have generated a Contract or total project price

impact of greater than 5% of the Original Contract Price and/or a delay greater than 5% of the Contract Period of Performance (at the time of Contract Award) • Contract Completion Date (At time of Contract Award)

- Contract Actual Completion Date
- An explanation of differences between the Contract Completion Date and Actual Completion Date
- Original Contract Price (At time of Contract Award)
- Final Contract Price, at time of completion
- An explanation of differences between the Original Contract Price and Final Contract
 Price
- Additional information relevant to the Offeror's demonstration of an ability to meet the objectives listed above

The information provided by the Offeror in response to this Factor must adhere to the following: • All subfactor information provided for any single project shall not exceed two pages. • All introductory information shall not exceed one page.

• Based on the above, the total amount of information to be provided by the Offeror shall therefore, not exceed 13 pages.

See attached for a blank copy of the Past Performance Questionnaire (PPQ) for this Solicitation. Blank PPQs shall be sent by the Offeror to each of the Project References that the Offeror includes in its Factor response. Project References shall submit their PPQs to the Government directly. The Offeror is responsible for the accuracy of the information required to be filled out by the Offeror in Blocks 1-4 of each PPQ.

2. Evaluation Method

The Government is seeking to determine whether or not the Offeror has consistently demonstrated a commitment to customer satisfaction, timely delivery of services, adherence to contract schedules, subcontractor/consultant management, safety management, quality control programs, good workmanship, conformance to specifications, and fair and reasonable prices.

The Government may choose to contact additional references not provided by an Offeror and may obtain additional information through other sources, such as the Past Performance Retrieval System (PPIRS) and sam.gov (information formerly being hosted on FAPPIS), and phone interviews using all DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the firm. If the firm is a joint venture, information submitted for a party to the joint venture will not be evaluated to the extent that the terms of the joint venture agreement limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING

Adjectival Rating

Description

Outstanding

Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort. PPQs that are returned to the Government include ratings above "Satisfactory". At least one of the Similarly Complex Projects submitted meets all of the characteristics required by the definition provided in this Plan, or two or more projects meet more than five of the characteristics required by the definition provided in this Plan.

Good

Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. PPQs that are returned to the Government include no ratings below "Satisfactory". At least one of the Similarly Complex Projects submitted meets more than five of the characteristics required by the definition provided in this Plan.

Acceptable / Neutral

Acceptable: The Offeror's Factor response includes the minimum number of required Similarly Complex Projects. The Offeror's recent/relevant performance record does not show any significant weaknesses, adverse past performance results, and project information found corroborates the information provided by the Offeror in response to this Factor.

Neutral: Equivalent to a rating of "Acceptable". No recent/relevant performance record is available, or the Offeror's performance report is so sparse that no meaningful rating can be reasonably assigned. The Offeror will not be evaluated favorably or unfavorably under this Factor as a result.

Marginal

Based on the Offeror's recent/relevant performance record, the Government has low expectation that the Offeror will successfully perform the required effort. The Offeror's response to this Factor does not include the minimum number of required Similarly Complex Projects. The information provided by the Offeror is

incomplete, inaccurate, self-contradictory, or in contradiction to information obtained by the Government through the course of its investigation of the Offeror's past performance. PPQs that are returned to the Government identify multiple weaknesses and/or ratings below "Satisfactory".

Unacceptable

In addition to meeting the basis for a rating of "Marginal", information about the Offeror's past performance reveals significant weaknesses and/or deficiencies in the Offeror's ability to meet the objectives outlined in this Factor. PPQs returned to the Government include ratings below "Marginal". Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

C. FACTOR 3: LEAD DESIGN TEAM

1. Evaluation Requirements

This Factor evaluates the Lead Design Team, where the Government shall determine the most technically qualified Lead Design Team and its ability to design the project's federal workspace and to lead a collaborative team toward a sustainable and inclusive design solution. Qualifications herein are determined by the Lead Design Team members' past experience, education, past performance, and design philosophy.

The Offeror's Factor response shall comprise a portfolio of information pertaining either to a single Lead Designer or both Lead Designers (if two are anticipated to be employed). Note that the Similarly Complex Projects submitted under this Factor do not need to be the same projects submitted under other Factors; however, new projects submitted here must - in addition to all Factor-specific information - provide information that successfully demonstrates the submitted projects' compliance with the definition of a Similarly Complex Project for this Factor within the required page limitations.

The portfolio provided by the Offeror in response to this Factor must adhere to the following:

- The total amount of information to be provided by the Offeror in response to this Factor shall not exceed 30 pages.
- The Lead Design Biographical Profiles shall not exceed three pages each.
 The philosophy / design intent statement shall not exceed two pages.

If the Lead Designer is an individual, then the portfolio submitted must include: • A biographical profile of the Lead Designer that at a minimum encompasses the

individual's education, professional experience, awards or other recognition, and areas of responsibility.

- A minimum of three and no more than four Similarly Complex Projects, projects completed by the Lead Designer that have been constructed within the past 10 years from the date of the Government's issuance of the RFQ. An exhibit for each submitted project should include images and text whose length abides by the page-count limit for the overall Factor response submission, and the text must identify the individual's specific role on the submitted project. The Lead Designer may have headed these projects with the affiliated Designer or with other entities.
- A statement of the Lead Designer's philosophy and design intent that conveys the Lead Designer's personal understanding of the project's design risks (e.g.: technical feasibility, constructability, and the potential for design requirement conflicts) as well as a philosophy for approaching the project and the major project objectives.. If the Lead Designer is a team of two people, then the portfolio submitted must include:
- A biographical profile of each Lead Designer, not to exceed three pages, that at a minimum encompasses each Lead Designer's education, professional experience, awards or other recognition, and areas of responsibility.
- A minimum of two projects and no more than three Similarly Complex Projects completed by each proposed Lead Designer that have been constructed within the past 10 years from the date of the Government's issuance of the RFQ. An exhibit for each submitted project should include images and text whose length abides by the page-count limit for the overall Factor response submission, and the text must identify the individual's specific role on the submitted project. The Lead Designer may have headed these projects with the affiliated Designer or with other entities.
- A statement of the Lead Designers' combined philosophy and design intent that conveys the Lead Design Team's understanding of this project's design risks (e.g.: technical feasibility, constructability, and the potential for design requirement conflicts) as well as a philosophy for approaching the project and the major project objectives.

2. Evaluation Method

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING

Adjectival Rating	<u>Description</u>
Outstanding	The Offeror's submitted portfolio meets the
	requirements for a rating of "Good".
	Additionally, one or more of the Similarly
	Complex Projects for each member of the Lead
	Design Team meets a minimum of six (6) of the
	characteristics required by . The Lead Design Team
	profiles submitted identify at least one member of the
	Team as having at least fifteen (15) years' experience
	as a licensed architect.

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One or more of the members of the Lead Design Team participated as the Lead Designer on a Similarly Complex Project that has received design awards, accolades, etc.

Good

The Offeror's submitted portfolio meets the requirements for a rating of "Acceptable". Additionally, the Similarly Complex Projects submitted meet more than the minimum characteristics required by Submission Formatting. There are no weaknesses or risks inherent in the Lead Design Team's philosophy and design intent statement. The Lead Design Team profiles submitted identify at least one member of the Team as having at least ten (10) years' experience as a licensed architect. One or more of the members of the Lead Design Team has substantially participated in a Similarly Complex Project that has received design awards, accolades, etc.

Acceptable

The Offeror's submitted portfolio meets the minimum requirements of this Factor. The biographical information submitted is accurate and complete. The Offeror has demonstrated that the Lead Design Team is licensed to practice in Washington, DC and is employed by the Designer. There are very few weaknesses or risks inherent in the Lead Design Team's philosophy and design intent statement. The Lead Design Team profiles submitted identify at least one member of the Team as having at least seven (7) years' experience as a licensed architect.

Marginal

The Offeror's submitted portfolio does not meet the minimum requirements of this Factor. Fewer than the minimum number of Similarly Complex Projects has been submitted, and/or other required information is missing. Several weaknesses and/or significant weaknesses exist.

Unacceptable

The Offeror's submitted portfolio contains one or more deficiencies and/or significant weaknesses. Information is incomplete, contradictory, or out of alignment with the requirements of this Factor. Few minimum requirements are met.

The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment~, completed by the applicable client, for each project included in its proposal for Factor 2 Past Performance for the Prime Contractor'.. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submission of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at cindy.dwier@gsa.gov cc robert.n.jackson@gsa.gov prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

Also include performance recognition documents received within the last ___ (insert the number of years) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain database of PPQs submitted by Offerors.

If the offeror is a joint venture, information submitted for a party to the joint venture will not be evaluated to the extent that the terms of the joint venture agreement limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

II.D. Other Information to be Submitted with Proposals

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via System for Award Management. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301).

(2) Proof of Bonding to \$600,000,000.00

II.E. Requirements of Joint Venture Offerors

- (1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
- (2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.
- (3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.
- (4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 15 calendar days. Prospective Offerors should make such requests not less than 15 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) (Small Business Administration). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

In accordance with FAR 3.104, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.G. Bond Requirements (Phase 2 Requirements)

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

III.H. Contractor Performance Information

(1) Evaluating Contractor Performance: The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is Contractor
Performance Assessment

Completed CPARS evaluations may then be used by the Federal acquisition community for use in making source selection decisions. CPARS assists acquisition officials by serving as the single source for contractor past performance data.

- (2) CPARS Registration: Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.
- (3) Contractor CPARS Training: Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (CPARS Training) and updated as needed.
- (4) Contractor Representative (CR) Role: All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.I. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

Certain information contained in the Solicitation Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

III.J. INFORM

A. Overview of the In-depth Feedback through Open Reporting Methods (INFORM)

Process

This solicitation is part of GSA's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting¹ that is not required by statute or regulation. For Part 15 including mandatory debriefs and Part 16, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation;
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.
- B.2. Component 2 Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NLES, an offeror may, but is not required to:

 submit a written request to the contracting officer for an oral feedback meeting;

¹ The oral feedback meeting may be held in person or via an electronic means.

- submit a list of written questions to the contracting officer; or
- take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NLES concludes the INFORM process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting;
 and
- Preference for in-person, telephone, or web-based conferencing (if available).

B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM process and any

corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding postaward debriefing as further set forth at FAR 15.506 is concluded.

III.K. Mega Construction Project Program

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Mega Construction Project (Megaproject) Program fosters equal opportunity in the construction trades workforce of federal contractors and subcontractors on large federal construction projects.

When OFCCP designates a construction project as a Megaproject, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and fosters collaboration across the public and private sectors. From the earliest stages of a designated Megaproject, OFCCP engages a wide range of stakeholders in the community to remove hiring barriers and promote consideration of a diverse pool of qualified workers for jobs in the trades.

If this project is selected by OFCCP, the contractor will be required to participate in the Mega Construction Project Program and comply with the requirements enforced by OFCCP.

To learn more about OFCCP's Mega Construction Project Program, please see https://www.dol.gov/agencies/ofccp/construction/mega-program.

IV. FAR/GSAR Solicitation Provisions

To be issued with Phase 2 Solicitation.

IV.A. GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)(DEVIATION FAR 52.252-5)

- (a) Deviations to FAR provisions. This solicitation identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) provision by—
- (1) The addition of "(DEVIATION)" after the date of the FAR provision when an authorized deviation to a FAR provision is being used, and
- (2) The addition of "(DEVIATION FAR (provision number))" after the date of the GSAR provision when a GSAR provision is being used in lieu of a FAR provision.

- (b) Deviations to GSAR provisions. This solicitation identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

IV. B Project Labor Agreement (PLA)

PLA is due with your Technical and Cost Proposal:
Offerors are invited to submit a proposal in response to Solicitation #47PM0424R0017, Regional Office Building (ROB) Modernization, which is subject to the mandatory use of a Project Labor Agreement. As such, this solicitation includes FAR 52.222-33, Notice of Requirement for Project Labor Agreement, and Offerors must submit a fully executed PLA with its proposal.

(FAR <u>52.222-33</u>, Notice of Requirement for Project Labor Agreement (January 2024)

- (a) *Definitions*. As used in this provision, the following terms are defined in clause 52.222–34, Project Labor Agreement, of this solicitation "construction," "labor organization," "large-scale construction project," and "project labor agreement."
- (b) Offerors shall—
- (1) Negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the resulting construction contract; and
- (2) Require its subcontractors to become a party to the resulting project labor agreement.
- (c) The project labor agreement reached pursuant to this provision shall-
- (1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;
- (2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual

interest and concern, including productivity, quality of work, safety, and health; and

- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.
- (d) Any project labor agreement reached pursuant to this provision does not change the terms of the resulting contract or provide for any price adjustment by the Government.
- (e) The Offeror shall submit to the Contracting Officer a copy of the project labor agreement with its offer.

(End of Provision)

V. Additional Solicitation Provisions and Instructions

V.A. Additional Provisions

(i) GSAR 552.236-74, Evaluation of Options (March 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(ii) GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)

The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days. Unless otherwise specified, options may be exercised within 90 calendar days of contract award.

VI. Method of Award

VI.A. Evaluation of Phase 1 Proposals

The Government will evaluate Phase 1 proposals based on the following evaluation factors and short list a maximum of five offerors to submit Phase 2 proposals.

- (1) Past Technical Experience
- (2) Past Performance of team (including the architect-engineer and construction members)
- (3) Lead Design Team

VI.B. Evaluation of Phase 2 Proposals

The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following Phase 2 non-price factors shall be used to evaluate offers:

- (1) Technical Approach
- (2) Oral Presentations
- (3) Key Personnel
- (4) Small Business Utilization Plan
- (5) Project Price Proposal

VI.C. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer and is independent of the evaluation of offers set forth herein.

VI.D. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

VI.E. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.F. Total Evaluated Price

Total Evaluated Price shall be calculated using the prices indicated in the Phase 2 Price Proposal using the formula in the Phase 2 Solicitation.

VI.G. Non-Price Factors

Non-Price Factors are in section I.C, there are no additional non price factors . GSA Solicitation No.

VI.H. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

VI.I. Teaming Agreement

For Offerors who have formed a group of two or more entities that have formed a "contractor team arrangement," as defined in FAR Part 9.6, the Offeror must provide a teaming agreement or commitment (in the case of any affiliates) signed by all parties. If a teaming agreement or commitment is not provided, the projects of any team members outside of the Prime Offeror will not be considered. If the Joint Venture/Mentor Protege is a Small and Large Business, the Small Business will be evaluated as the Prime Offeror.

The Teaming agreement/commitment shall:

- 1. Identify the legal name(s) and CAGE code(s) of all entities.
- 2. Describe the nature of each entity's relationship (partnership, joint venture, prime/sub or mentor/protégé) and their role on this project as a part of their proposal. The Offeror will be expected to maintain that arrangement during performance of any contract awarded to that Offeror under this solicitation.
- 3. Delineate the estimated percentage of work to be completed by each member submitted for the Solicitation. This can be a rough order of magnitude for Phase 1; however, this agreement/commitment must be resubmitted with Phase 2 to include that actual proposed percentages.

In the case of affiliates, past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101. will be

evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully (e.g., roles, responsibilities, etc.) in the performance of the contract. This commitment, nature

of each entity's relationship and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate. If a teaming agreement or commitment is not provided, the experience and past performance of any team members outside of the Prime Offeror will not be considered.

In the case of contractor team arrangements involving a Prime Contractor and Subcontractor(s), where the Prime Contractor submits the proposal in response to this solicitation, the Prime Contractor is considered the "Prime Offeror".

In the case of joint ventures, the "Prime Offeror" experience can come from any of the entities involved in the venture.

In the case of mentor/protégé relationships, the relationship must be established by the two Offerors and approved by the chosen Government Agency prior to proposal submission. Once the relationship has been approved, the "Prime Offeror" experience can come from any of the entities involved in the relationship. The approved mentor/protégé document from the Government Agency must be submitted along with the teaming agreement.

In the case of additional projects submitted where the submitting entity performed as a subcontractor on the submitted project, the submitting entity must submit the final cost of their portion of the project along with total project cost and all other required information.

In the case of Offerors that are large, multi-function firms (consisting of subsidiaries), experience must only be by the segment of the firm (e.g., division, group, and unit) that is submitting a proposal in response to this solicitation.

In the case of affiliates, Past performance of an Offeror's "affiliate," as that term is defined in FAR 2.101, will be evaluated (as described within this section) if the Offeror demonstrates a firm commitment that the affiliate will participate meaningfully in the performance of the contract. This commitment and meaningful participation shall be described in a document signed by authorized representatives of both the Offeror and its affiliate.

VI.K. Definitions

Below are included several key terms used throughout this document and the definitions that apply only when used in the context of this document and its requirements. Reference FAR 2.101, FAR 15.001, and FAR 36.102 for additional, general acquisition definitions.

- 1. Adverse past performance is defined as past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as PPIRS or information hosted on sam.gov (previously FAPPIS).
- 2. Best Value is the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Reference FAR 2.101.

- 3. Clarifications are limited exchanges between the Government and Offerors that may occur when an award without discussions is contemplated.
- 4. Communications are exchanges between the Government and Offerors after the Government's receipt of proposals and before establishment of the competitive range (if a range is established). Communications shall be limited to Offerors and procedures prescribed in FAR Part 15.306(b).
- 5. The Constructor as a term used in this RFQ comprises the legal entity or entities that shall be engaged to perform the scope of construction Work under this Contract.
- 6. A Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.
- 7. The Designer as a term used in this RFQ comprises the legal entity or entities that shall be engaged to perform the scope of design Work under this Contract.
- 8. Discussions are negotiations conducted in a competitive acquisition. Discussions take place after establishment of a competitive range for the purpose of allowing Offerors to revise their proposals.
- 9. Evaluation Notice (EN) is the written notification to the Offeror for purposes of clarifications, communications, or in support of discussions.
- 10. The Lead Design Team, as a term used in this RFQ, comprises the Offeror personnel who are directly responsible for leading all aspects of the project design. This can include a single Lead Designer or team of two Lead Designers. The Lead Designer(s) must be employed by the Designer and licensed to practice in Washington, DC from the time their names are submitted under this Solicitation and through the completion of the Work. Note that the Lead Design Team members are considered to be Key Personnel, where that term is referenced in this Solicitation.
- 11. A minor or clerical error is a minor informality or irregularity that is merely a matter of form and not of substance or a clerical error apparent on its face in the proposal.
- 12. The Offeror, as used in this Solicitation, includes the Designer, the Constructor, and the subcontractors and consultants contracted by the Designer and/or Constructor to ensure the complete performance of the Work. Reference also FAR 2.101.
- 13. Requirements Documents are all aspects of the Solicitation that convey the needs of the Government to Offerors. This includes but is not limited to the Solicitation itself, all Statements / Scopes of Work and Performance Work Statements, all technical requirement documents, and any other project or system requirement documents included with this Solicitation.
- 14. A Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical Factor or subfactor may involve risk of disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

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- 15. A Significant Strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.
- 16. A Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.
- 17. A Similarly Complex Project must, by definition and demonstration by the Offeror, meet at least a) five of the seven below characteristics when submitting under Factor 1 and Factor 3 and b) four of the seven below characteristics when submitting under Factor 2 and Factor 6:
- Minimum Size: 350,000 gross square feet (GSF)
- Minimum Construction Cost: \$150,000,000
- Systems Scope (meeting at minimum 8 of 11 of the following): Civil, Structural, Blast, Architectural, Mechanical.

Electrical, Plumbing, Fire/Life Safety, Telecommunications, Building Information Modeling, Building System Networks

- Sustainability: Achieved a minimum certification of LEED Gold (BD+C, any version)
- Location: Landlocked / limited site, secure site, or similarly logistically complex site
- Work Completion Date: Design complete no earlier than seven years prior to the date of issuance of the RFQ;

Construction completes no earlier than five years prior to the date of issuance of the RFQ

- Project Delivery Types: Design-Build or Design-Build / Bridging
- 18. The Source Selection is the process used in competitive, negotiated contracting to select the proposal that offers the Best Value to the Government.
- 19. A Strength is an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- 20. The trade-off process is the process that permits trade-offs among cost or price and non-cost Factors and allows the Government to accept other than the lowest priced proposal and is used in conjunction with the Government's determination of best value.
- 21. An Uncertainty is any aspect of a non-cost/price Factor proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).
- 22. A Weakness is a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001

Offeror Representations and Certifications

- 1. FAR 52.204-8 Annual Representations and Certifications (MAR 2023)
 - (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220 (Commercial and Institutional Building Construction).
 - (2) The small business size standard is \$45 million average annual receipts.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
- (i)Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
 - (b) (1) If the provision at <u>52.204-7</u>, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at <u>52.204-7</u>, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (d) applies.
- [(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
 - (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) <u>52.203-2</u>, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–
- (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) <u>52.203-11</u>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) <u>52.203-18</u>, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) <u>52.204-3</u>, Taxpayer Identification. This provision applies to solicitations that do not include the provision at <u>52.204-7</u>, System for Award Management.
- (v) <u>52.204-5</u>, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) <u>52.204-26</u>, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) <u>52.209-2</u>, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

- (viii) <u>52.209-5</u>, CertificationRegarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) <u>52.209-11</u>, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) <u>52.214-14</u>, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) <u>52.215-6</u>, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) <u>52.219-1</u>, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied <u>part 19</u> in accordance with <u>19.000(b)(1)(ii)</u>.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) <u>52.219-2</u>, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied <u>part 19</u> in accordance with <u>19.000(b)(1)(ii)</u>.
- (xiv) <u>52.222-22</u>, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at <u>52.222-26</u>, Equal Opportunity.
- (xv) <u>52.222-25</u>, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at <u>52.222-26</u>, Equal Opportunity.

- (xvi) <u>52.222-38</u>, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) <u>52.223-1</u>, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at <u>52.223-2</u>, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) <u>52.223-4</u>, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xix) <u>52.223-22</u>, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at <u>52.204-7</u>.)
- (xx) <u>52.225-2</u>, Buy American Certificate. This provision applies to solicitations containing the clause at <u>52.225-1</u>.
- (xxi) <u>52.225-4</u>, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at <u>52.225-3</u>.
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) <u>52.225-6</u>, Trade Agreements Certificate. This provision applies to solicitations containing the clause at <u>52.225-5</u>.
- (xxiii) <u>52.225-20</u>, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) <u>52.225-25</u>, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) <u>52.226-2</u>, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

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X (i) 52.204-17, Ownership or Control of Offeror.
           (ii) 52.204-20, Predecessor of Offeror.
              (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for
Listed End Products.
              (iv) 52.222-48, Exemption from Application of the Service Contract
Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain
Equipment- Certification.
              (v) 52.222-52, Exemption from Application of the Service Contract
Labor Standards to Contracts for Certain Services-Certification.
              (vi) 52.223-9, with its Alternate I, Estimate of Percentage of
Recovered Material Content for EPA-Designated Products (Alternate I only).
           __ (vii) 52.227-6, Royalty Information.
              __ (A) Basic.
                  (B) Alternate I.
              (viii) 52.227-15, Representation of Limited Rights Data and
Restricted Computer Software.
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(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Alternate I (Mar 2023). After October 1, 2025, As prescribed in 4.1202(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard	

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

2. FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(a) Definition. As used in this provision –

"Commercial and Government Entity (CAGE) code" means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
- (b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
- (c) CAGE codes may be obtained via-
 - (1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
 - (2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its

outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.

- (3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.
- (d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.
- (e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204–17 or 52.212–3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.
- (f) Do not delay submission of the offer pending receipt of a CAGE code.
- (g) If the solicitation includes FAR clause 52.204–2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

3. FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in

the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at $\underline{52.204-26}$, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at $\underline{52.212-3}$, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at $\underline{52.204-26}$, or in paragraph (v)(2)(ii) of the provision at $\underline{52.212-3}$.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether

that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (d) Representation. The Offeror represents that—
- (1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained:

Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

4. FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (DEC 2023)

- (a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
- (b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
- (c) *Procedures*. (1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
- (2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
- (3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
- (d) *Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced

or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

- (e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;
- (f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

- 5. FAR 52.209-7 Information Regarding Responsibility Matters. (OCT 2018)
 - (a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in–

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed viahttps://www.sam.gov (see 52.204-7).

(End of provision)

6. FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (NOV 2021)

- (a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.
 - (b) Certification. [Offeror shall check either (1) or (2).]
 - __(1) The Offeror certifies that-
- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at

https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

- ___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
- (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
- (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
 - (i) An inability to certify compliance.
 - (ii) An inability to conclude compliance.
 - (iii) A statement about compliance concerns.

- (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
- (4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
 - (d) Do not submit an offer unless—
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
 - (i) Waived application under 22 U.S.C. 2593e(d) or (e); or
- (ii) Determined under <u>22 U.S.C. 2593e(g)(2)</u> that the entity has ceased all activities for which measures were imposed under <u>22 U.S.C. 2593e(b)</u>.
- (e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

Sol. Reference No. 47PM0424R0017

GSA Contract No:

Design Build Contract for the Regional Office Building modernization located at 7th & D St. S.W. Washington D.C

The Agreement

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I. Project Information

I.A. Project Summary

I.B. The Contract

- (1) The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.
- (2) The Contractor shall provide and pay for all design, labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

- (1) Commencement of Design Phase Services. The Contractor shall commence performance of the Design Phase Services within 7 days after the Contractor receives the Notice to Proceed (NTP).
- (2) Substantial Completion. The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 1,460 calendar days from issuance of Notice to Proceed (NTP).
- (3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

See Division 1 and Section: Il Project Requirements and Existing Conditions n the Solicitation: Phase I

I.E. Authorized Representatives

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Authorized Representative Information: Contracting Officer's Information Name: Robert Jackson Address: 1800 F St. N.W. Washington D.C Telephone: 202-251-3631 Email: robert.n.jackson@gsa.gov

(2) For applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of \$165,635.00 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement, GSAR 552.236-70.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

- 1. RFP Statement of Work Package
- 2. Wage Determination DC20240002
- 3. Appendix A to the RFP SOW Core and Shell Drawings
- 4. Appendix B to the RFP SOW Program of Requirement
- 5. Appendix C to the RFP SOW Room Data Sheets
- 6. Appendix D to the RFP SOW Stormwater and Fire Protection Calculations
- 7. Appendix E to the RFP SOW Blast Engineering Report
- 8. Appendix F to the RFP SOW Vector Analysis Report
- 9. Appendix G to the RFP SOW NESHAP Survey
- 10. Appendix H to the RFP SOW Survey and Existing Documentation
- 11. Appendix I to the RFP SOW Tenant Improvement Acoustical Report

- 12. Appendix J to the RFP SOW BIM Execution Plan
- 13. Appendix K to the RFP SOW Tenant Improvement Wayfinding and Branding
- 14. Appendix L to the RFP SOW Sustainable Strategy and LEED Documents
- 15. Appendix M to the RFP SOW Zoning and Exterior Improvements Information
- 16. Appendix N to the RFP SOW Site Utilities Report

II. Prices

II.A. Basis of Pricing

- (1) Contract Prices. All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.
- (2) Knowledge of Conditions Affecting Price. FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.
- (3) Unit Prices and Allowances. If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.
- (4) Options. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.
- (5) *Bid Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to Document: DB101/January 2024

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include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

CLIN	ITEM	PRICE
0001	D/B Services Base Contract SF-1442	\$
0002	D/B Services Base Contract Alternate	\$
0003	D/B Services Option 1	\$
0004	D/B Services Option 2	\$
0005	D/B Services Option 3	\$
0006	D/B Services Option 4	\$
0007	D/B Services Option 5	\$
0008	D/B Services Option 6	\$
0009	D/B Services Option 7	\$
0010	D/B Services Option 8	\$
0011	D/B Services Option 9	\$
0012	D/B Services Option 10	\$
0013	D/B Services Option 11	\$
0014	D/B Services Option 12	\$
0015	D/B Services Option 13	\$

0016	D/B Services Option 14	\$
0017	D/B Services Option 15	\$

III. Terms and Conditions

III.A. Contractor Responsibilities

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

- (1) For the purposes of FAR 52.236-1, Performance of Work by the Contractor, the Contractor shall perform at least *12* percent of the construction work.
- (2) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.
- (3) FAR 52.211-10, Commencement, Prosecution, and Completion of Work, and GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Project Schedule

(1) Within 10 calendar days of notice to proceed, the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all Design Stage activities, tasks, and submissions required herein, leading up to and including the final design development submission(s).

III.C. Submittals

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-72, Submittals located in Section IV.A. of the Agreement are supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work

components as specified elsewhere in this Contract.

III.D. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.E. Liquidated Damages

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages, GSAR 552.211-12, Liquidated Damages and within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "Liquidated Damages Rate," for each calendar day following the required completion date that the Work is not Substantially Complete.

III.F. Insurance Requirements

- (1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.
- (a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.
- (b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.
- (c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.
- (2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.
- (3) The Contractor shall promptly provide to the Contracting Officer proof that it has Document: DB101/January 2024 (The Agreement)

obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.G. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- 1. Section IV of the Agreement
- 2. Sections I, II, and III of the Agreement
- 3. Part 3.0 of the RFP Statement of Work
- 4. Part 2 of the RFP Statement of Work
- 5. Appendix B to the RFP Statement of Work
- 6. Appendix C to the RFP Statement of Work
- 7. Parts 3.1, 3.2, and 3.3 of the RFP Statement of Work
- 8. Sections i, ii, iii, and Part 4 of the RFP Statement of Work
- 9. Appendix A to the RFP Statement of Work
- 10. Part 5 of the RFP Statement of Work
- 11. Appendices D, E, F, G, L, M, and N to the RFP Statement of Work
- 12. Appendices I, J, K to the RFP Statement of Work
- 13. Appendix H to the RFP Statement of Work

III.H. Administrative Matters

- (1) *Project Meetings*. The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.
- (2) *Payments*. FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:
- (a) Invoices shall be submitted electronically to the designated billing office specified in this Contract or in individual delivery/work. An electronic copy of the invoice shall be sent to the CO and COR as designated after award.
- (b) Invoices must include the Account Document Number (ADN) assigned at award.
- (c) The Contractor shall submit the following information or documentation with each invoice:
 - (i) Updated Schedule of Values upon which the payment request is based;
 - (ii) GSA Form 2419 Certification of Progress Payments Under Fixed-Price

Construction Contract;

- (iii) The payment terms that apply for the particular services rendered;
- (iv) Additional documentation:

NA

- (3) *Prompt Payment*. In accordance with FAR clause 52.232-27, the period for payments is as follows:
 - (a) Progress Payments: 14 days
 - (b) Subsequent Subcontractor Payments: 7 days
- (4) Payment Information. The General Services Administration (GSA) makes information on contract payments available electronically at the Office of the Chief Financial Officer. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

Security Clearances. Contractor shall comply with the following requirements pertaining to security clearances.

- (a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.
- (b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at Detailed information is available at GSA Access Card. USAccess Credentialing Centers can be located at US Access Centers.
- (c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.
- (5) Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be

found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

- a. <u>By electronic transmission</u>. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800- 171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable

electronic data storage devices include CDs, DVDs, and USB drives. Non Electronic forms of CUI building information include paper documents, photographs, and film, among other formats.

- i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
- ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
- 3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
- 4. <u>Safeguarding CUI documents</u>. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
- 5. <u>Destroying CUI building information</u>. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
- 6. <u>Notice of disposal</u>. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

- 7. <u>CUI security incidents</u>. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at <u>gsa-ir@gsa.gov</u>. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- 8. <u>Subcontracts</u>. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

[End of clause]

III.I. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.J. Requirements for GSA Information Systems

In accordance with GSAR 511.171, Requirements for GSA Information Systems:

- (a) CIO Coordination. The contracting officer shall ensure the requirements office has coordinated and identified possible CIO policy inclusions with the GSA IT prior to publication of a Statement of Work, or equivalent as well as the Security Considerations section of the acquisition plan to determine if the CIO policies apply. The CIO policies and GSA IT points of contact are available on the Acquisition Portal at https://insite.gsa.gov/itprocurement.
- (b)GSA Requirements. For GSA procurements (contracts, actions, or orders) that may involve GSA Information Systems, excluding GSA's government-wide contracts e.g. Federal Supply Schedules and Governmentwide Acquisition Contracts, the contracting officer shall incorporate the coordinated Statement of Work or equivalent including the applicable sections of the following policies into solicitations and contracts:
- (1)CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements; and
 - (2) CIO 12-2018, IT Policy Requirements Guide.
 - (c)Waivers.

(1)In cases where it is not effective in terms of cost or time or where it is unreasonably burdensome to include CIO 09-48, IT Security Procedural Guide: Security Document: DB101/January 2024 (The Agreement)

and Privacy IT Acquisition Requirements or CIO 12-2018, IT Policy Requirements Guide in a contract or order, a waiver may be granted by the Acquisition Approving Official in accordance with the thresholds listed at 507.103(b), the Information System Authorizing Official, and the GSA IT Approving Official.

- (2) The waiver request must provide the following information-
 - (A) The description of the procurement and GSA Information Systems;
 - (B)Identification of requirement requested for waiver;
 - (C)Sufficient justification for why the requirements should be waived; and
 - (D)Any residual risks that will be encountered by waiving the requirements.
- (3) Waivers must be documented in the contract file.
- (d)Classified Information. For any procurements that may involve access to classified information or a classified information system, see subpart 504.4 for additional requirements.

III.K. Options and Allowances

GSAR 552.236-74, Evaluation of Options (MAR 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the Option(s).

GSAR 552.236-77, Government's Right to Exercise Options (MAR 2019)

- (a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 60 days. Unless otherwise specified, Options may be exercised within 90 Calendar days of contract award.
- (b) If the government exercises the option, the contract shall be considered to include this option clause.
- (c) OPTION 1: Phase 2 Design-Build Services. Reference RFP Statement of Work. The contractor shall perform all work there described from the date that this Option is exercised and for a period of performance of no more than 1,036 calendar days. The price provided shall be effective until 1 July 2025, after which point, should the Government choose to exercise this Option, the Government will re-engage the contractor and re-evaluate the accepted Price. The NTP for Construction activities under Option 1 shall not be exercised prior to 1 March 2025

III.L. Equal Employment Opportunity Plan

- (1) Within 30 days following award, the Contractor shall furnish the Contracting Officer with an EEO Compliance Plan. The plan shall include the following:
- (a) Name of contractor's EEO Manager for the contract and point of contact information. The EEO Manager is responsible for:

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- (i) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (ii) Submit reports as may be required by the Government; and
- (iii) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.
- (a) Address how the contractor intends to include the EEO provisions of the contract in all subcontracts in excess of \$10,000.
- (b) Address what type of efforts will be used to ensure equal employment opportunity in accordance with FAR 52.222-27 Affirmative Action Compliance Requirements for Construction. Discuss organized meeting with subcontractors, labor organizations and/or other community stakeholders. Meetings should focus on increased employment opportunities, perceived problems and working to achieve the goals established. DOL representatives are available to participate in such meetings.
- (2) During the performance of this contract, the Contractor shall submit to the Contracting Officer semi-annually an EEO Compliance Report containing the following:
- (a) List of awarded subcontractors by trade, date of award and amount of subcontract. If subcontract is in excess of \$10,000, date the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor was notified of award.
- (b) Narrative of actions taken to comply with the affirmative action procedures in paragraphs (g)(1) through (g)(16) of FAR 52.222-27.
- (c) List participation in any voluntary associations that may assist in fulfilling the contractor's affirmative action obligations. Semi-annual reports are due on the 30th calendar day (or next business day) following March 31st and September 30th.

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

1. FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition (DEC 2023) Alternate I (DEC 2023)

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in <u>40 U.S.C. 11101</u>, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (<u>47 U.S.C.</u> <u>153</u>);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order. *Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—
- (1) The Office of the Director of National Intelligence;

- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in <u>44 U.S.C. 3552</u>, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or

foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No X DHS FASCSA Order
Yes \square No X DoD FASCSA Order
Yes \square No X DNI FASCSA Order

- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
- (5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

- (A) Name of the product or service provided to the Government;
- (B) Name of the covered article or source subject to a FASCSA order;
- (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
- (D) Brand;
- (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (F) Item description;
- (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
- (c) Notice and reporting requirement. (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
- (A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
- (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
- (i) Within 3 business days from the date of such identification or notification:
- (A) Contract number;
- (B) Order number(s), if applicable;
- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or

provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

- (d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (e) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

End of Clause

2. <u>FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)</u>

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—
 - (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule:
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
 - (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
 - (b) Information about this requirement and these products is available at

BioPreferred.

- (c) In the performance of this contract, the Contractor shall—
- (1) Report to <u>System Award Management</u>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
 - (2) Submit this report no later than—
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.

End of Clause

3. <u>FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)</u>

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this Contract, shall—
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - (2) Submit this estimate to the Contracting Officer.

End of Clause

4. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)

(a) The Contractor shall comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if Contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The Contractor can find the CIO policy and additional information at

https://www.gsa.gov/resources/for-federal-employees/access-gsa-facilities-and-systems-with-a-piv-card.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

5. <u>GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021)(Deviation FAR 52.252-6)</u>

- (a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—
- (1) The addition of "(DEVIATION)" after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and
- (2) The addition of "(DEVIATION FAR (clause number))" after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.
- (b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

End of Clause

6. <u>FAR 52.204-25</u>, <u>Prohibition on Contracting for Certain Telecommunications</u> and Video Surveillance Services or Equipment (NOV 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
 - (2) For the purpose of public safety, security of Government facilities, physical

security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone

provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

7. . Buy American Requirements

FAR 52.225-11, Buy American-Construction Materials Under Trade Agreements (NOV 2023)

(a) *Definitions*. As used in this clause—

Caribbean Basin country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item-

- (1) Means any item of supply (including construction material) that is-
- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) <u>2.101</u>);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in <u>46 U.S.C.40102(4)</u>, such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether

or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR <u>25.105</u>.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States, if—
- (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.
- (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the

application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

- (b) Construction materials. (1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
- (i) The cost of domestic construction material would be unreasonable.
- (A) For domestic construction material that is not a critical item or does not contain critical components. (1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
- (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.
- (3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

- (B) For domestic construction material that is a critical item or contains critical components. (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
- (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.
- (3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Dom	and Domestic Construction Materials Price Comparison		
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*

ltem1			
Foreign construction material			
Domestic construction material			
Item1			
Foreign construction material			
Domestic construction material			
* Include all delivery costs to the conot a duty-free entry certificate is is.		l any applicable dut	y (whether or
List name, address, telephone nur copy of response; if oral, attach sur		or suppliers survey	ed. Attach
Include other applicable supporting	g information.]		

8. FAR 52.228-11, Pledges of Assets (FEB 2021) (DEVIATION APR 2020)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(End of clause)

- (1) Pledge of assets; and
- (2) A signed affidavit containing the information set out in <u>Standard Form 28</u>, Affidavit of Individual Surety, except that the Standard Form 28 is not required to be sworn and notarized.

Sol. Reference No.

GSA Contract No:

- (b) Pledges of assets from each person acting as an individual surety shall be in the form of-
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR <u>28.203-2</u>(except see <u>28.203-2</u>(b)(2) with respect to Government securities held in book entry form); and/or
 - (2) A recorded lien on real estate. The offeror will be required to provide-
 - (i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at https://www.justice.gov/enrd/page/file/922431/download. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
 - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

9. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

- (a) (1) In accordance with <u>31 U.S.C. 3903</u> and <u>10 U.S.C. 3801</u>, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

(End of clause)

10. FAR 52.244-5, Competition in Subcontracting (DEC 96)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

13. Additional Clauses

IV.B. Clauses Incorporated by Reference

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

Federal Acquisition Regulation

(2) Federal Acquisition Regulation (FAR) clauses:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 20
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	MAY 14
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 20
52.203-7	Anti-Kickback Procedures	JUN 20
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 14

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NUMBER	TITLE	DATE
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 20
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the contract is expected to exceed \$6 Million and Performance Period is Greater than 120 Days)	NOV 21
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than \$6 Million)	NOV 21
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 23
52.204-2	Security Requirements	MAR 21
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	System for Award Management	OCT 18
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 20
52.204-13	System for Award Management Maintenance	OCT 18
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-18	Commercial and Government Entity Code Maintenance	AUG 20

NUMBER	TITLE	DATE
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 14
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 21
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 23
52.204-27	Prohibition on a ByteDance Covered Application	JUN 23
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 21
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 18
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 15
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	JUN 20
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	JUN 20
52.215-12	Subcontractor Cost or Pricing Data	JUN 20
52.215-13	Subcontractor Cost or Pricing Data— Modifications	JUN 20
52.215-15	Pension Adjustments and Asset Reversions	OCT 10

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NUMBER	TITLE	DATE
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 97
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.219-8	Utilization of Small Business Concerns	SEP 23
52.219-9	Small Business Subcontracting Plan	SEP 23
52.219-16	Liquidated Damages – Subcontracting Plan	SEP 21
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 23
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	JUL 21
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16

NUMBER	TITLE	DATE
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	NOV 21
52.222-54	Employment Eligibility Verification	MAY 22
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	FEB 21 JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 20
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	AUG 18
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 20

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NUMBER	TITLE	DATE
52.223-21	Foams	JUN 16
52.224-1	Privacy Act Notification	APR 84
52.224-2	Privacy Act	APR 84
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 22
52.228-14	Irrevocable Letter of Credit	NOV 14
52.228-15	Performance and Payment Bonds— Construction	JUN 20
52.229-3	Federal, State, and Local Taxes	FEB 13
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 14
52.232-17	Interest	MAY 14
52.232-23	Assignment of Claims	MAY 14
52.232-27	Prompt Payment for Construction Contracts	JAN 17
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 18

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NUMBER	TITLE	DATE
52.233-1	Disputes	MAY 14
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
52.236-1	Performance of Work by the Contractor	APR 84
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.242-1	Notice of Intent to Disallow costs	APR 84
52.242-3	Penalties for Unallowable Costs	MAY 14
52.242-5	Payments to Small Business Subcontractors	JAN 17

NUMBER	TITLE	DATE
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 23
52.245-1	Government Property Alternate 1	SEP 21
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.248-3	Value Engineering—Construction	OCT 20
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 12
	Alternate I	SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 19
552.211-12	Liquidated Damages-Construction	MAR 19
552.211-13	Time Extensions	MAR 19
552.211-70	Substantial Completion	MAR 19

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA (Applicable if over \$100,000)	JUL 16
552.227-70	Government Rights (Unlimited)(MAY 1989) (DEVIATION FAR 52.227-17)	MAY 89
552.228-5	Government As Additional Insured	JAN 16
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 19
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 18
552.236-6	Superintendence by the Contractor	MAR 19
552.236-11	Use and Possession Prior to Completion	MAR 19
552.236-15	Schedules for Construction Contracts	MAR 19
	Alternate II	MAR 19
550,000,04	Specifications and Drawings for Construction	MAR 19
552.236-21	Alternate I	MAR 19
552.236-70	Authorities and Limitations	MAR 19
	Contractor Responsibilities	MAR 19
552.236-71	Alternate I	MAR 19
	Submittals	MAR 19
552.236-72	Alternate I	MAR 19
552.236-73	Subcontracts	APR 84
552.229-70	Federal, State, and Local Taxes	APR 84
552.243-71	Equitable Adjustments	MAR 19
552.246-72	Final Inspections and Tests	SEP 99

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IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 20
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 14
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 20
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the Subcontract is expected to exceed \$6 Million and Performance Period is Greater than 120 Days)	NOV 21
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than \$6 Million on the date of award)	NOV 21
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 20
52.204-14	Service Contract Reporting Requirements (Applies to contracts estimated total value of \$500,000 or greater)	OCT 16
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 21
52.204-27	Prohibition on a ByteDance Covered Application	JUN 23
52.215-2	Audit and Records-Negotiation	JUN 20

NUMBER	TITLE	DATE
52.215-12	Subcontractor Cost or Pricing Data	JUN 20
52.215-13	Subcontractor Cost or Pricing Data— Modifications	JUN 20
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	MAY 18
52.222-6	Construction Wage Rate Requirements	MAY 14
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	MAY 14
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination—Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	MAY 14
52.222-21	Prohibition of Segregated Facilities	APR 15
52.222-26	Equal Opportunity	SEP 16
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 15
52.222-35	Equal Opportunity for Veterans	JUN 20
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 20
52.222-37	Employment Reports on Veterans	JUN 20

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NUMBER	TITLE	DATE
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	NOV 21
52.222-54	Employment Eligibility Verification	MAY 22
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 22
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 22
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 20
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	FEB 21
52.227-1	Authorization and Consent	JUN 20
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I	NOV 91

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 16

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information* and Safeguarding Sensitive Data and Information Technology Resources. (Terms and Conditions).

PHASE 1 RFQ EVALUATION FACTORS AND FACTOR RATINGS

A. FACTOR 1: PAST TECHNICAL EXPERIENCE

1. Evaluation Requirements

This Factor considers the Offeror's past technical experience on Similarly Complex Projects (as defined in Section II.B). That experience is to be demonstrated by both the Designer and the Constructor for three projects each. Where the Offeror submits more than three Similarly Complex Projects for either the Designer, Constructor, or both, the Government will only review the first three projects discussed. This Factor therefore requires the Offeror to submit a minimum of three and a maximum of six projects.

The information provided by the Offeror in response to this Factor must adhere to the following:

- All subfactor information provided for any single project shall not exceed four pages.
- All introductory information shall not exceed two pages.
- Based on the above, the total amount of information to be provided by the Offeror shall therefore not exceed 26 pages.

At the beginning of the Offeror's response to this Factor, the Offeror shall include in its proposal a table that a) lists the projects that are subsequently discussed in the proposal and b) identifies whether the Designer, Constructor, or Both substantially participated in the performance of the work of each listed project. Additionally, for each project, the Offeror shall include the location of the discussed project and a third party point of contact (name, project role, email address, and phone number).

The subsequent information provided by the Offeror about each project shall demonstrate the below aspects of work, as applicable to the project and the entity (Designer or Constructor) to whom that work applies. The Offeror must discuss and meet, at minimum the following of the below five technical experience subfactor requirements:

- Subfactor a: The Offeror must provide this information for each project submitted under its response to this Factor.
- Subfactors b-e: The Offeror must provide information for each project submitted under its response to this Factor to a minimum of two of four of these subfactors.

Subfactors:

- a. The project's compliance with the definition of a Similarly Complex Project, with the Government's preference for the Offeror to format this project-specific information in a table wherever practical.
- b. The Offeror's design consultation and/or construction activity coordination (including permitting and inspections) with a minimum of three of the following project stakeholders:
 - The National Capital Planning Commission (NCPC)
 - The Commission of Fine Arts (CFA)
 - DC Department of Consumer and Regulatory Affairs (DCRA)
 - Washington Metropolitan Area Transit Authority (WMATA)

The Offeror's proposal shall include a discussion of the key design and/or construction issues presented to, coordinated with, and inspected by the above. This discussion will include how the Offeror navigated the resolution of those issues and came to a consensus on a final path forward. If cost or schedule were impacted, the Offeror shall discuss those impacts and how the Offeror mitigated or eliminated those impacts. This discussion should, at minimum, include how any scope changes were absorbed or mitigated; how the Offeror's communications means and methods prevented or mitigated project changes and risk; and how any lessons learned were incorporated into the project as a result of these issues.

c. The design and/or construction of site infrastructure and elements, etc. meeting Interagency Security Committee (ISC) Facility Security Level (FSL) requirements at any level (I-V). The Offeror shall discuss the

scope and objectives of this portion of the submitted project, any conflicts encountered between FSL requirements and other project program requirements - whether in design or construction, and how specific conflicts were either proactively avoided, mitigated after development, and lessons learned as a result of the means and methods chosen for the remediation of conflicts associated with this work.

- d. The design and/or installation of extensive, intelligent Building System Networks, including a minimum of two of the following:
 - Automation systems (HVAC, lighting controls)
 - Advanced Metering Systems, including submetering (electric, gas, steam, water)
 - Computerized maintenance management systems (CMMS)

The Offeror shall be given added consideration if all of the above were successfully designed, installed, and tested. Further consideration shall be given to Offerors whose work included the successful integration of any or all of the above systems into a master integrated system.

The Offeror shall discuss in its proposal the scope of each of the systems that was designed and installed. This must include the infrastructure included (in part or whole) impacted by the scope of each system, the types of controllers and software used, the status of points as passive (data gathering) or active (controlling valves, equipment, etc.), software trending and notification requirements, and any aspect of the scope of those systems that may have created conflicts with or risk to other project objectives. Where conflicts or risk existed or were created, the Offeror shall discuss how conflicts and risks were mitigated or eliminated. The Offeror shall also discuss whether and how systems may have been used during inspections and testing, and how the designed / installed systems were intended to benefit the client's long-term operations and maintenance of the project, e.g.: whether any focus on utility use reductions, reduction of long-term operation

/ maintenance costs, or ease of response to and resolution of emergencies was included.

- e. The design and/or installation of a minimum of one of the following:
 - Materials,
 - Systems, and/or
 - Technologies

for which reducing or eliminating an existing building's carbon footprint was one of its primary purposes. The Offeror's proposal must discuss the scope and specific carbon footprint-reduction objectives and results (where results are available) of what was designed and installed. This must include any metrics available for the intended, tested, and/or actual measured carbon reduction and how metrics were established, calculated, and measured (where applicable for the scope of the work performed). The Offeror must discuss in its response to this subfactor the scope of the work applicable to this subfactor; any challenges, conflicts, and risks encountered during the completion of the work; what solutions were employed to resolve these issues; and the results of those solutions. The Offeror should discuss the successes or failures as a result of the decisions made, and lessons learned as a result; this could include discussion of changes to cost, schedule, other project objectives, and actual emission goals and intended and actual accomplishments.

2. Evaluation Method

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING		
Adjectival Rating	Description	
Outstanding	The Offeror has fully met the qualifications for a "Good" rating and, additionally, has provided documentation that successfully demonstrates all five technical	

TECHNICAL RATING		
Adjectival Rating	Description	
	experience requirements in subsections 1.a-e for at least one Similarly Complex Project. There are no weaknesses identified in the Offeror's proposal. At least one of the Similarly Complex Projects submitted meets all of the characteristics required by the definition provided in this Plan, or two or more projects meet more than six of the characteristics required by the definition provided in this Plan.	
Good	The Offeror has fully met the qualifications for an "Acceptable" rating and, additionally, has provided documentation that exceeds the minimum requirements laid out in subsections 1.a-e. At least one of the Similarly Complex Projects submitted meets more than six of the characteristics required by the definition provided in this Plan.	
Acceptable	The Offeror has provided documentation that fully and clearly demonstrates its Designer's and Constructor's participation on a minimum of three projects that each meet this Solicitation's definition of a Similarly Complex Project. All minimum project aspects have been clearly demonstrated. The Offeror has also successfully responded to the minimum specific technical experience requirements laid out in subsections 1.a-e.	
Marginal	The Offeror has submitted fewer than three Similarly Complex Projects each for its Designer and its Constructor (or both, where both performed work on the same project). The Offeror's proposal includes one or more weaknesses, which may include but are not limited to information that does not clearly demonstrate compliance with the technical experience requirements laid out in subsections 1.a- and information that is contradictory, technically infeasible, or incomplete.	
Unacceptable	The Offeror's proposal is unresponsive to and/or does not meet the requirements of the solicitation. It contains one or more deficiencies, one or more significant weaknesses, and the risk of the Offeror's unsuccessful performance is high. The Offeror's proposal cannot be awarded as written.	

B. FACTOR 2: PAST PERFORMANCE

1. Evaluation Requirements

The Factor evaluates the Offeror's past performance on Similarly Complex Projects (as defined in Section II.B). The performance of the Offeror shall be evaluated by the Government for three projects for the Designer and three projects for the Constructor (or both, where the Offeror successfully demonstrates that the Designer and Constructor participated on the same project). Where the Offeror submits more than three Similarly Complex Projects for either the Designer, Constructor, or both, the Government will only review the first three projects discussed. This Factor therefore requires the Offeror to submit a minimum of three and a maximum of six projects.

At the beginning of the Offeror's response to this Factor, the Offeror shall include in its proposal a table that a) lists the projects that are subsequently discussed in this Factor response and b) identifies whether the Designer, Constructor, or Both substantially participated in the performance of the work of each listed project. Note that the projects submitted under this Factor do not need to be the same projects submitted under other Factors; however, new projects submitted here must - in addition to all Factor-specific information - provide information that successfully demonstrates the submitted projects' compliance with the definition of a Similarly Complex Project for this Factor within the required page limitations.

The Offeror shall provide verifiable information for projects submitted in response to this Factor that meet the below objectives:

 Demonstrate the Offeror's ability to meet project budget constraints by managing cost changes and claims.

- Demonstrate the Offeror's ability to effectively coordinate with all project stakeholders (including internally, between the Designer and Constructor, with the Government, with the Government's contractors, and with other external project stakeholders e.g.: authorities having jurisdiction).
- Demonstrate the Offeror's ability to effectively coordinate design and/or construction across all project trades.
- Demonstrate the Offeror's ability to complete projects within a client-approved schedule.
- Demonstrate the Offeror's ability to ensure a high degree of quality through design and/or construction craftsmanship.
- Demonstrate success in achieving established subcontractor goals.

The Offeror shall include the following information for each project submitted in its response to this Factor:

- Project Title
- Project Location (City, State)
- Project (non-Offeror personnel) Reference (x2), including
 - o Name
 - Project role
 - Email Address
 - o Phone Number
- Project Delivery Type
- Project Size (square feet designed and/or constructed)
- Project Contract Scope, including trades involved
- Significant Project Modifications
 - o Modifications may have impacted design, construction, or both
 - "Significant" modifications must have generated a Contract or total project price impact of greater than 5% of the Original Contract Price and/or a delay greater than 5% of the Contract Period of Performance (at the time of Contract Award)
- Contract Completion Date (At time of Contract Award)
- Contract Actual Completion Date
- An explanation of differences between the Contract Completion Date and Actual Completion Date
- Original Contract Price (At time of Contract Award)
- Final Contract Price, at time of completion
- An explanation of differences between the Original Contract Price and Final Contract Price
- Additional information relevant to the Offeror's demonstration of an ability to meet the objectives listed above

The information provided by the Offeror in response to this Factor must adhere to the following:

- All subfactor information provided for any single project shall not exceed two pages.
- All introductory information shall not exceed one page.
- Based on the above, the total amount of information to be provided by the Offeror shall therefore not exceed 13 pages.

Reference Appendix G for a blank copy of the Past Performance Questionnaire (PPQ) for this Solicitation. Blank PPQs shall be sent by the Offeror to each of the Project References that the Offeror includes in its Factor response. Project References shall submit their PPQs to the Government directly. The Offeror is responsible for the accuracy of the information required to be filled out by the Offeror in Blocks 1-4 of each PPQ.

2. Evaluation Method

The evaluation of Past Performance will be a subjective assessment. The Government is seeking to determine whether or not the Offeror has consistently demonstrated a commitment to customer satisfaction, timely delivery

of services, adherence to contract schedules, subcontractor/consultant management, safety management, quality control programs, good workmanship, conformance to specifications, and fair and reasonable prices.

The Government may choose to contact additional references not provided by an Offeror and may obtain additional information through other sources, such as the Past Performance Retrieval System (PPIRS) and sam.gov (information formerly being hosted on FAPPIS), and phone interviews using all DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the firm. If the firm is a joint venture, information submitted for a party to the joint venture will not be evaluated to the extent that the terms of the joint venture agreement limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING	
Adjectival Rating	Description
Outstanding	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort. PPQs that are returned to the Government include ratings above "Satisfactory". At least one of the Similarly Complex Projects submitted meets all of the characteristics required by the definition provided in this Plan, or two or more projects meet more than five of the characteristics required by the definition provided in this Plan.
Good	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. PPQs that are returned to the Government include no ratings below "Satisfactory". At least one of the Similarly Complex Projects submitted meets more than five of the characteristics required by the definition provided in this Plan.
Acceptable / Neutral	Acceptable: The Offeror's Factor response includes the minimum number of required Similarly Complex Projects. The Offeror's recent/relevant performance record does not show any significant weaknesses, adverse past performance results, and project information found corroborates the information provided by the Offeror in response to this Factor. Neutral: Equivalent to a rating of "Acceptable". No recent/relevant performance record is available, or the Offeror's performance report is so sparse that no meaningful rating can be reasonably assigned. The Offeror will not be evaluated favorably or unfavorably under this Factor as a result.
Marginal	Based on the Offeror's recent/relevant performance record, the Government has low expectation that the Offeror will successfully perform the required effort. The Offeror's response to this Factor does not include the minimum number of required Similarly Complex Projects. The information provided by the Offeror is incomplete, inaccurate, self-contradictory, or in contradiction to information obtained by the Government through the course of its investigation of the Offeror's past performance. PPQs that are returned to the Government identify multiple weaknesses and/or ratings below "Satisfactory".
Unacceptable	In addition to meeting the basis for a rating of "Marginal", information about the Offeror's past performance reveals significant weaknesses and/or deficiencies in the Offeror's ability to meet the objectives outlined in this Factor. PPQs returned to the Government include ratings below "Marginal". Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

C. FACTOR 3: LEAD DESIGN TEAM

1. Evaluation Requirements

This Factor evaluates the Lead Design Team, as defined in Section II.B, where the Government shall determine the most technically qualified Lead Design Team and its ability to design the project's federal workspace and to lead a collaborative team toward a sustainable and inclusive design solution. Qualifications herein are determined by the Lead Design Team members' past experience, education, past performance, and design philosophy.

The Offeror's Factor response shall comprise a portfolio of information pertaining either to a single Lead Designer or both Lead Designers (if two are anticipated to be employed). Note that the Similarly Complex Projects submitted under this Factor do not need to be the same projects submitted under other Factors; however, new projects submitted here must - in addition to all Factor-specific information - provide information that successfully demonstrates the submitted projects' compliance with the definition of a Similarly Complex Project for this Factor within the required page limitations.

The portfolio provided by the Offeror in response to this Factor must adhere to the following:

- The total amount of information to be provided by the Offeror in response to this Factor shall not exceed 30 pages.
- The Lead Design Biographical Profiles shall not exceed three pages each.
- The philosophy / design intent statement shall not exceed two pages.

If the Lead Designer is an individual, then the portfolio submitted must include:

- A biographical profile of the Lead Designer that at a minimum encompasses the individual's education, professional experience, awards or other recognition, and areas of responsibility.
- A minimum of three and no more than four Similarly Complex Projects (as defined by Section II.B) projects completed by the Lead Designer that have been constructed within the past 10 years from the date of the Government's issuance of the RFQ. An exhibit for each submitted project should include images and text whose length abides by the page-count limit for the overall Factor response submission, and the text must identify the individual's specific role on the submitted project. The Lead Designer may have headed these projects with the affiliated Designer or with other entities.
- A statement of the lead designer's philosophy and design intent that conveys the Lead Designer's personal
 understanding of the project's design risks (e.g.: technical feasibility, constructability, and the potential for
 design requirement conflicts) as well as a philosophy for approaching the project and the major project
 objectives listed in Section I.A.1-9.

If the Lead Designer is a team of two people, then the portfolio submitted must include:

- A biographical profile of each lead designer, not to exceed three pages, that at a minimum encompasses
 each lead designer's education, professional experience, awards or other recognition, and areas of
 responsibility.
- A minimum of two projects and no more than three Similarly Complex Projects (as defined by Section II.B) completed by each proposed Lead Designer that have been constructed within the past 10 years from the date of the Government's issuance of the RFQ. An exhibit for each submitted project should include images and text whose length abides by the page-count limit for the overall Factor response submission, and the text must identify the individual's specific role on the submitted project. The Lead Designer may have headed these projects with the affiliated Designer or with other entities.
- A statement of the lead designers' combined philosophy and design intent that conveys the Lead Design Team's understanding of this project's design risks (e.g.: technical feasibility, constructability, and the potential for design requirement conflicts) as well as a philosophy for approaching the project and the major project objectives listed in Section I.A.1-9.

2. Evaluation Method

Adjectival ratings shall be assigned to the Offeror's proposal response to the requirements of this Factor as defined in the table below.

TECHNICAL RATING	
Adjectival Rating	Description
Outstanding	The Offeror's submitted portfolio meets the requirements for a rating of "Good". Additionally, one or more of the Similarly Complex Projects for each member of the Lead Design Team meets a minimum of 6 of the characteristics required by Section II.B. The Lead Design Team profiles submitted identify at least one member of the Team as having at least fifteen years' experience as a licensed architect. One or more of the members of the Lead Design Team participated as the Lead Designer on a Similarly Complex Project that has received design awards, accolades, etc.
Good	The Offeror's submitted portfolio meets the requirements for a rating of "Acceptable". Additionally, the Similarly Complex Projects submitted meet more than the minimum characteristics required by Section II.B. There are no weaknesses or risks inherent in the Lead Design Team's philosophy and design intent statement. The Lead Design Team profiles submitted identify at least one member of the Team as having at least ten years' experience as a licensed architect. One or more of the members of the Lead Design Team has substantially participated in a Similarly Complex Project that has received design awards, accolades, etc.
Acceptable	The Offeror's submitted portfolio meets the minimum requirements of this Factor. The biographical information submitted is accurate and complete. The Offeror has demonstrated that the Lead Design Team is licensed to practice in Washington, DC and is employed by the Designer. There are very few weaknesses or risks inherent in the Lead Design Team's philosophy and design intent statement. The Lead Design Team profiles submitted identify at least one member of the Team as having at least seven years' experience as a licensed architect.
Marginal	The Offeror's submitted portfolio does not meet the minimum requirements of this Factor. Fewer than the minimum number of Similarly Complex Projects has been submitted, and/or other required information is missing. Several weaknesses and/or significant weaknesses exist.
Unacceptable	The Offeror's submitted portfolio contains one or more deficiencies and/or significant weaknesses. Information is incomplete, contradictory, or out of alignment with the requirements of this Factor. Few minimum requirements are met.

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Appendix G PAST PERFORMANCE QUESTIONNAIRE									
CONTRACT INFORMATION (Offeror to complete Blocks 1-4)									
1. QUESTIONNAIRE DUE TO SOURCE SELECTION TEAM BY:									
2. OFFEROR INFORMATION Firm Name: Address:									
	DUNs Number:								
	Contact Phone Number:								
3. GENERAL WORK INFORMATION Work performed as: ☐ Architect/Engineer of Record ☐ Prime Contractor ☐ Subcontractor / Consultant ☐ Joint Venture ☐ Other (Please explain): Percent (%) of project work performed (by cost or SF): If a subcontractor or consultant, provide contact information for the Prime (Name, Phone #, Email):									
4. CONTRACT INFORMATION Contract Number (if applicable): Delivery/Task Order Number (if applicable): Contract Type: □ Firm Fixed Price □ Cost Reimbur Contract Title: Contract Location:	rsement □ Other (Please explain)								
Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences between the Contract Completion D	ate and the Actual Completion Date:								
Original Contract Price (Award Amount): Final Contract Price (to include all modifications, if applice Explain Differences between the Original Contract Price	•								

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: Please return all completed questionnaires directly to the Government Source Selection Team (robert.n.jackson@gsa.gov and cindy.dwier@gsa.gov) no later than by close of business (1700 EST) on the date provided in Block 1. The Government reserves the right to verify any and all information on this form.

Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.											
RATING	DEFINITION	NOTE									
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.									
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.									
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.									
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.									
(U) Unsatisfactory Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.		An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.									
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.									

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TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information						
Name:						
Title:						
Phone Number:						
Email Address:						
Project Information						
Contract Type:						
Contract Title: Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evalua	tion of	the cor	ntracto	r's per	forma	nce.
1. QUALITY:	E	VG	S	М	U	N
(a) Quality of technical data/report preparation efforts.						
(b) Ability to meet quality standards specified for technical performance.						
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.						
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).						
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below.)						
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.						
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?						
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).						
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?						
(d) Overall customer satisfaction.						
4. MANAGEMENT/ PERSONNEL/LABOR	Е	VG	S	М	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?						
(b) Ability to hire, apply, and retain a qualified workforce to this effort.						

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4. MANAGEMENT/ PERSONNEL/LABOR - Continued	E	VG	S	M	U	N
(c) Government Property Control.						
(d) Knowledge/expertise demonstrated by contractor personnel.						
(e) Utilization of Small Business concerns.						
(f) Ability to simultaneously manage multiple projects with multiple disciplines.						
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.						
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).						
5. COST/FINANCIAL MANAGEMENT	Е	VG	S	М	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?						
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.						
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).						
(d) Is the Contractor's accounting system adequate for management and tracking of costs? (If "no", please explain in the comment section below.)			Yes	<u> </u>	No	
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (Indicate if show cause or cure notices were issued, or any default action in the comment section below.)			Yes	1 🗆	No	
(f) Have there been any indications that the contractor has had any financial problems? (If yes, please explain in the comment section below.)			Yes	1	No	
6. SAFETY/SECURITY	Е	VG	S	М	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).						
(b) Contractor complied with all security requirements for the project and personnel security requirements.						
7. GENERAL	Е	VG	S	М	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).						
(b) Compliance with contractual terms/provisions (If there were specific issues, please explain in the comments sections below						
(c) In summary, provide an overall rating for the work performed by this contractor.						

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8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide <u>WBDG Green Building Standards and Certification Systems</u> .) (If "yes", please explain in the comments section below.)	□ Yes □ No
9. SUMMARY	
Would you hire or work with this firm again? (If "no", please explain in the comments section below.)	□ Yes □ No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):



U.S. General Services Administration Public Buildings Service

REQUEST FOR QUALIFICATIONS SUMMARY SCOPE OF WORK

Former GSA Regional Office Building (ROB) / 7DSW Renovation Project

Solicitation No.: 47PM0424R0017

301 D St, SW Washington, DC 20407

GSA Region 11

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

REQUEST FOR QUALIFICATIONS SUMMARY SCOPE OF WORK

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SECTION I: PROJECT INTRODUCTION

A. NOTICE FOR OFFERORS

This document serves as a preliminary summary of project-specific requirements supporting a Design-Builder's completion of the renovation of and DHS consolidation into the building at 301 7th Street SW, Washington, DC. Additional information shall be provided with the Government's issuance of the Request for Proposals during Phase 2 of its Solicitation of this Contract. Any conflicting requirement or direction discovered within this document against other portions of the Phase 1: Request for Qualifications or any future Government-issued portion of the Solicitation shall be brought by Offerors to the immediate, written attention of the GSA Source Selection Authority / Procuring Contracting Officer, using the instructions provided in the Solicitation.

B. RFP SCOPE STRUCTURE

The future RFP scope of work shall be divided into six Parts, each of which has been defined below. The sixth Part includes Appendices to the scope of work, which are included in the Requirements Documents for the future Design-Build Contract.

- Part 1.0: The Division 01 specifications, which are developed by the Government to communicate administrative requirements for the Design-Builder's design, construction, inspection, testing, and support of commissioning, coordination, and turnover activities. Portions of the Division 01 will be explicitly identified as requiring completion by the AE of Record ("AEoR", as used herein) prior to the Government's issuance of any construction activity Notice to Proceed.
- Part 2.0: A copy of the project's initial P100 Performance Matrix, which shall be used by the Design-Builder as a performance-based set of requirements in the course of the preparation of its project design submissions. The P100 Performance Matrix shall be finalized by the AE of Record, in accordance with the Division 01 requirements, as the design progresses. NOTE that the performance-based requirements assigned to the Work in this matrix have been split into requirements for 1) the design and construction of "Core-Shell" ("C&S", "Core and Shell", "Core & Shell", "CS") building elements and 2) "Tenant Improvement" ("TI") building elements. The term "Core-Shell" is equivalent to the term "Building Shell" as defined in Section 3.5.1 of the fifth edition of the GSA Pricing Desk Guide. The term "Tenant Improvement" is equivalent to the term "Tenant Improvements" as defined in Section 3.6.1 of the fifth edition of the GSA Pricing Desk Guide. If a requirement is not explicitly assigned a "Core-Shell" or "Tenant Improvement" designation, and the GSA Pricing Desk Guide does not explicitly identify requirement-associated building elements with either "Core-Shell" or "Tenant Improvement", the requirement shall be assumed to apply to both.
- Part 3.0: A comprehensive list of all Codes, Standards, and Guidelines used in the creation of the scope of this Contract. The AEoR shall not limit itself to this list in the completion of its responsibilities under this Contract; instead, this list provides context and the extent of the information leveraged by the Government in its acceptance of the performance-based requirements of the scope of work. The AEoR is responsible for all design elements of the Work as required by Contract, regardless of the contents of this Part.
- Part 3.1: Performance-based design narratives, which include the systems requirements and are organized by CSI Uniformat.
- Part 3.2: Narrative Options and Alternates, which define the performance-based requirements of each Option and Alternate listed in the Pricing Sheets and the Division 01 specifications.
- Part 3.3: The Roles and Responsibilities Matrix (reference Section V of this document), which summarizes Work activities and delineates the specific responsibility for each activity to either the Contractor or to another project stakeholder.

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- Part 4.0: Outline Technical Specifications, which comprise descriptions of the detailed performance characteristics of project systems, in addition to partial, performance-based descriptions of how the project is to be designed and built. These outline specifications are organized by CSI MasterFormat.
- Part 5.0: Prescriptive Specifications, which comprise detailed descriptions of prescriptive characteristics and are organized by CSI MasterFormat.
- Part 6.0: Appendices providing additional project and building information supporting the requirements outlined in Parts 1.0 through 5.0. These include existing and Pre-Award Concept Drawings (as defined by the submittal matrix appended to the GSA P100), programs of requirements for GSA and DHS, studies, calculations, and presentation materials.
 - Appendix A Shell Pre-Award Concept Drawings.
 - Appendix B DHS and GSA Program of Requirements.
 - Appendix C DHS and GSA Room Data Sheets.
 - Appendix D Preliminary Stormwater and Fire Protection Calculations.
 - Appendix E Preliminary Blast Engineering Report.
 - Appendix F Preliminary Vector Analysis.
 - Appendix G Preliminary NESHAP Survey.
 - Appendix H Survey and Prior Building Existing Conditions Documents.
 - Appendix J Initial BIM Execution Plan.
 - Appendix I Preliminary Tenant Improvement Acoustical Report.
 - Appendix K Tenant Improvement Wayfinding and Branding Strategy.
 - Appendix L Sustainable Strategy and LEED Documents.
 - Appendix M Zoning and Exterior Improvements Information.
 - Appendix N Preliminary Site Utilities Report.
 - Appendix O Post-Fire Condition Report.

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SECTION II: PROJECT REQUIREMENTS AND EXISTING CONDITIONS

The former GSA Regional Office Building (ROB) at 7th and D Streets ("7DSW" or "the Building"), SW Washington DC will be renovated to accommodate new tenants. All major building systems are intended to be replaced along with all new interior fit-out. The project will seek to provide energy savings and be certified to a GOLD Level in the LEED v4.1 system.

By densifying the center of the building with closed space and keeping the perimeter as open office, access to light and views will be improved. The building is planned to embody the GSA's workplace standards for light and views insofar as physically possible with the building's existing window fenestrations, approximately 113,000 GSF floor plate, and slab-to-slab floor dimensions.

Prospective tenant agencies have determined that 7DSW is not a "Mission Critical Facility". The building, however, has been deemed to be a "Critical Action Facility" (ref. Executive Order 11988 and its implementing guidelines), and the Work shall be required to meet the requirements of a Critical Action Facility as defined by the P100, the Executive Order, and other codes, standards, and guides.

A. EXISTING BUILDING DESCRIPTION

The concrete structure is seven stories high with multiple penthouse structures. The internal structure consists of a square 21-foot column grid with round,



Eastern Façade and 7th Street Entrance

bell-capped columns and dropped slab panels supporting floor slabs that are typically 8-9" thick. The existing building's past life as a warehouse provides an unusually robust frame for its current use as an office building. Floors 5-7 on the east half of the building were designed for office use and are concrete-covered steel frame with low clearance to the underside of the beams, organized around four light courts that have since been infilled. This portion of the building will require careful coordination to maintain 8'-6" ceiling heights.

The current building areas are approximately:

• Gross area: 940,097 square feet (SF)

Usable area: 737,446 SF
 Rentable area: 856,528 SF

The footprint covers roughly 77% of the lot. The building contains a small auditorium, a cafeteria on the fifth floor, and a small parking area for about 65 cars accessed from Seventh Street SW. Primary building entrances are located on D Street and on Seventh Street. On the roof of the western half are cooling towers and penthouse mechanical rooms. One existing to remain penthouse enclosure contains the chiller plant supporting the Washington Metropolitan Area Transit Authority (WMATA) L'Enfant station. WMATA also occupies a vertical shaft through the building and demarcation room in the basement, connecting the equipment to L'Enfant station, which must remain operational and accessible by WMATA staff for maintenance and normal operations throughout the period of performance of this contract. Additionally, there is telecom service provider equipment on the roof of the building, which includes sheds, antennas, and structural supports for these devices that are to be protected in place through the period of performance of this contract. Heating to the building is provided by steam supplied from GSA's central heating plant (HOTD); one of the Alternates described in Part 3.2 shall be

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awarded by the Government with the base contract and require one of several possible paths forward for the removal of steam from the building under this contract.

The existing building envelope shows no indication or reports of leakage at the above grade occupied spaces. There is evidence of water infiltration in sub-grade spaces along the west side and reports of occasional pooling water in the parking garage. The thermal performance of the existing building envelope is moderate and will be upgraded to include insulation. As part of the tenant work (not in the core and shell scope), the existing windows will be replaced with blast resistant, insulated units. The existing roofing system was installed in 2003 and will be replaced as part of this project. Building facades and fenestration must meet baseline standards which are characterized as those needed for life safety. Blast design is planned to meet Level IV of the Interagency Security Criteria. Interior spaces are aging and in need of renovation and require resolution of accessibility and life safety issues. The building's infrastructure including mechanical, electrical, plumbing, fire protection, telecommunications, and security systems are nearing end of life and will be upgraded and replaced to address code compliance and to improve operations.

Life safety has been flagged as a top priority for this renovation plan. It will be improved with new sprinkler and fire alarm systems to make them both code compliant and, for the fire alarm, expandable to handle the increased building occupancy. The valves and risers in the fire stairs will be reconfigured and replaced and exit passages will be added to provide code compliant means of egress all the way through the building. New handrails and guardrails are needed in fire stairs to meet code requirements. Additional egress capacity is needed to meet program requirements.

The total project will trigger local codes to meet more stringent storm water management requirements than it currently meets. Strategies for compliance include a storm water retention/reuse system. A partial green roof is considered as an option.

A Zoning Report will be provided as an attachment for this RFP, located in Appendix M. Note that local regulations must be followed without exception in the design of systems that have a direct impact on off-site terrain or infrastructure. The Design-Builder is responsible for navigating any zoning-related issues outlined in the report or not in the report as pertinent to the completion of the project.

B. SCOPE SUMMARY

The project will fully replace or renovate all building systems. All aspects of life safety upgrades will be addressed. All hazardous materials will be removed to simplify future upgrade projects. New building systems will improve air and light quality, thermal comfort, and occupant experience.

The renovation consists of all floors and roof in order to fit the proposed occupancy. This will include but is not limited to the following:

- Full life safety and building code compliance,
- Full ABAAS compliance,
- Total mechanical system replacement,
- · Electrical distribution replacement,
- Total plumbing infrastructure replacement,
- · Complete restroom replacement,
- All new fire alarm and suppression systems,
- Elevator replacement,
- All new finished interiors (including office space, building cores, and common spaces),
- LED lights with daylighting controls,

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- Hazardous material abatement,
- · Existing egress stair renovation and additional egress stair capacity,
- Roof replacement (including drainage),
- Site improvements (including within public space) for accessibility and physical protection,
- Restoration of the 7th Street Lobby.
- Additional scoping Options and Alternates, which will be provided under Part 3.2.

C. LOCATION AND CONTEXT

The GSA's Regional Office Building (ROB) is located at 301 7th Street SW at the intersection of 7th and D streets. The building was converted to an office building in the 1950's and has functioned as such ever since. It is owned by the GSA which had housed its National Capitol Region staff there and contains significant leased space accommodating other federal agencies.





Location of the Project in Relation to the Federal Core and L'Enfant Metro Station Entrances

The site is approximately 3.44 acres and is bounded by D Street SW to the south, 7th Street SW to the east, CSX railroad tracks to the north, and the 9th Street expressway to the west. The expressway and railroad tracks create barriers to site access, though the site has internal vehicular circulation by means of closed portions of 9th and C streets SW. The south facade of the building is constructed at the property line. There are three vehicle access locations to the property: garage and surface lot access along 7th Street and an additional surface lot access point along D Street. There are three main pedestrian access points for the building and a fourth that is a service entrance. The building's formal entrance is at the Ground Floor level along 7th Street, while the building's primary (functionally) lobby is accessed on the First Floor from D Street. Other access points are at the First Floor and include a small lobby at the southwest corner of the southern façade, and the loading entrance at the right of center of the northern façade. Access to the building and its grounds is restricted, with drop arm barriers at the vehicle entrances and security screening at the pedestrian entrances. There is a guard booth at the northeast vehicle entrance to the property.

The entrance to the L'Enfant Plaza Metro station is about 300 ft from the NE corner of the building and there is an additional station entrance directly across D Street within the adjacent L'Enfant Plaza development. The structure consists of a seven story above-grade building with one additional story below grade and a mechanical

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penthouse on the roof. The Construction Type is 1B and the Occupancy Type is Business B, as the building is currently only partially sprinklered.

The exterior is surrounded by raised planters engaged with the façade. Both staff/visitor entrances have stairs accessing them while the D Street entrance also has a ramp. Neither the SW corner entrance nor the service entrance are accessible.

D. BUILDING HISTORY



View of the Western Façade Shortly After Completion

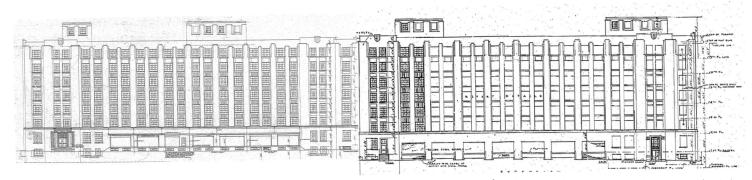
The building was originally designed as a warehouse for the Federal Government through the Office of Public Buildings and Public Parks of the National Capitol for the storage of paper and office supplies. The original designer is listed as Lorenzo S. Winslow, with consulting architecture done by William T. Partridge and consulting engineering done by Lockwood Greene Engineers Inc. The original building, comprised of only the western half of the current footprint, was constructed in 1933 and consists of a reinforced concrete frame with:

- Basement for mechanical, receiving, with a tunnel connecting to 9th Street;
- First Floor with a main lobby (in the SW corner) and loading bays on all sides;
- Six additional floors comprised mostly of storage with some office spaces mixed in;
- Six freight elevators and two passenger elevators, with four egress stairs;

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Marguee awnings along the south and north elevations to protect the loading platforms.

Not long after the building was constructed, plans were already drawn up to expand the building east to 7th street, doubling its size. In addition to more warehouse space on all floors, the new expansion added a new double-height main lobby on 7th Street, new recessed loading docks on D Street and the north side, a large cafeteria on the 5th Floor, and new office space on the 5th, 6th and 7th Floors. This office space was daylit by a series of four terraced light courts providing ample daylight to the 5th, 6th and 7th floors where offices were located. This expansion provided the building with an additional four freight elevators, an additional five passenger elevators, and an additional four egress stairs.



Composite 1933/35 Elevation Showing Eastward Expansion (Right)

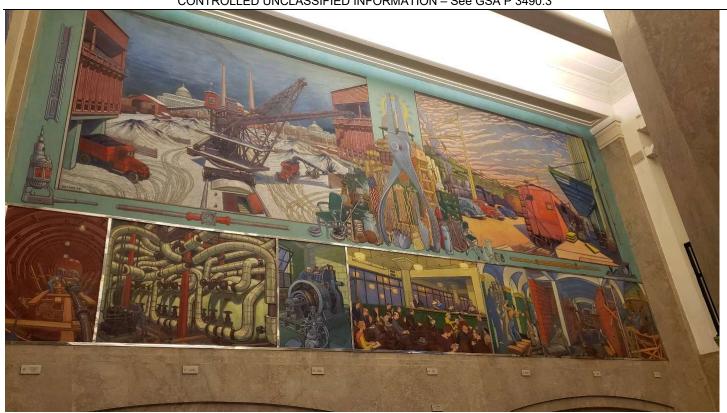
Beginning in 1957, the building was converted completely to office use, adding a new D Street entrance, infilling the light courts, and changing the main circulation path. The loading bays (except for the newly designated loading area) were filled in and the marquee awnings were removed. Most of the original single-pane wire glass and steel frame windows were replaced with smaller aluminum framed windows. The original D street lobby (SW corner) was severely altered at this point and some architectural flourishes were added to the building, consisting mostly of decorative metal work and a new concrete masonry screen wall on the roof.

In 1985, the facades and penthouses were determined to have significant deterioration and a repair project was commenced. The facades were completely resurfaced with cementitious stucco on metal lath with a coating of elastomeric paint. While the building originally maintained an exposed light grey concrete color with dark color enameled spandrels between windows (giving the building a vertical look), the new paint applied in '85 gave the façade a single beige color that is visible today.

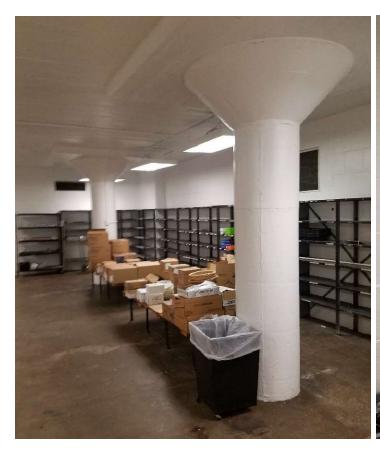
Other renovations, mostly interior, have occurred over the years. Fire alarm and sprinkler installation commenced in 1995 and a significant mechanical plant replacement occurred in 1996. Windows were again replaced in 2000.

A determination of eligibility was completed 3/6/2014 (Ref # 65010110) and the building was determined to be ineligible. Though not a registered historic structure, there are several elements of the building that are desired by the GSA to be preserved. Those elements include the original portions of the façade and the eastern portion's elaborate double-height lobby space with Harold Weston murals (including finishes, fixtures, and railings). The building has not undergone an Environmental Assessment but is expected to be Categorically Excluded (CATEX). While the façade has been modified, it still exhibits the overall warehouse character and is a defining element of the building. The building's structure with its bell-capped columns is also a contributing characteristic. The east façade from the original 1933 half of the building appears to be intact to some extent (including some windows) as evidenced in some mechanical and storage rooms. Its exposure and restoration would make for a unique interior architectural feature that could celebrate the building's history.

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Harold Weston Mural in 7th Street Lobby, Including Depiction of the Building's Rear Loading Dock (top right)

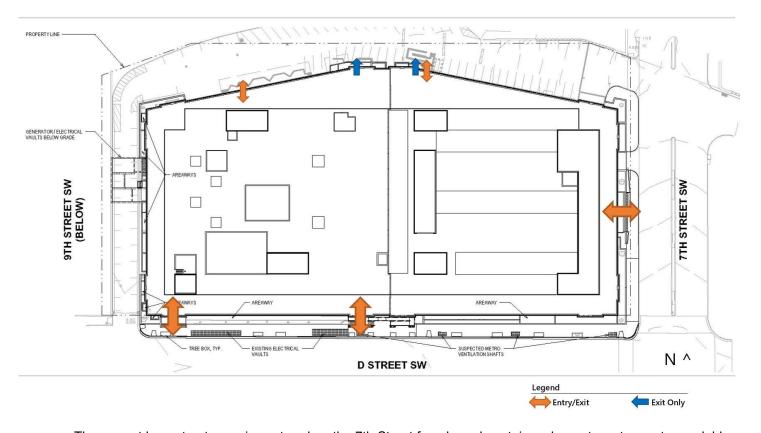




Exposed Concrete Columns with Bell-Caps (left), 1933 East Façade Window Exposed in a Storage Room (right)

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E. EXISTING HORIZONTAL CIRCULATION



The current largest entrance is centered on the 7th Street façade and contains a large, two-story entrance lobby serving the main bank of elevators. This entrance is located at "Ground Floor" which is elevated about 2 feet above the Basement Floor and only includes the 7th Street Lobby and some associated program. It is reached by a wide flight of steps leading up from 7th Street that disappear into the grade as 7th Street slopes up to the south. A path cuts through the planters to connect the top landing to level grade south of the entry doors which may qualify as "accessible" with modifications to meet ABAAS. The Basement Floor has access to the exterior via a roll-up door vehicle entrance with a curb cut on 7th Street. The building's foundations are directly adjacent to the L'Enfant Metro Station, which runs below both 7th and D Streets. There are spaces within the basement and roof levels that support Metro's mechanical systems which must remain in place.

The primary employee and visitor entrance is located on D Street and is raised approximately six feet above grade. It is accessed by both a ramp and a set of stairs. This entrance on the First Floor connects to a smaller lobby that has screening for employees and visitors. This lobby is considered the building's primary functional entrance and connects to elevators and stairs by a corridor in either direction. There is an auditorium adjacent that is also accessed from this corridor.

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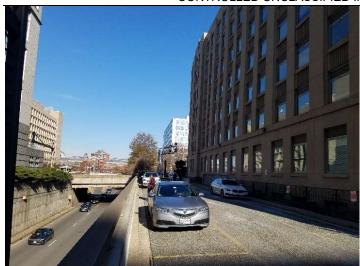


Existing D Street Lobby Elevated Entrance and Canopy (Left), Existing SW Lobby Entrance (Right)

There is a third, small lobby at the southwest corner of the First Floor with direct access to D Street which is accessed from the street by a short stair. There is no accessible ramp provided to this entrance.

The west side of the site is fronted by the 9th street expressway, which is below grade in a deep cut-through adjacent to the site. The closed portion of at-grade 9th Street, which is within the property, is separated by a retaining wall. The grade of the site-controlled portion of 9th Street is approximately three feet below the First Floor. A portion of the closed 9th street on the property contains an electrical vault below grade that is accessed from the Basement Level.

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West Side of the Site Adjacent to the Sunken Expressway (Left), Rear Yard Adjacent to the Railroad Tracks (Right)

The north side of the property faces the elevated CSX railroad tracks which have daily, frequent traffic from both freight rail as well as Amtrak and VRE passenger trains. Between the railroad tracks and the building façade is a closed portion of C Street that is controlled by the property and used for parking. A portion of this parking lot is on the GSA-owned property and a small northern portion appears to be part of Reservation #113 (a public park on the north side of the railroad tracks). This paved portion of the site is also the access and loading area for delivery vehicles.

Internal circulation is typically defined on most floors by a ring corridor, set about 20-25' from the building exterior, connecting the fire stairs and elevators. This corridor is enclosed with full-height opaque walls, blocking views and daylight to the interior office suites and causing disorientation among occupants. Secondary north-south



Typical Existing Main Corridor

corridors are inconsistent among floors, and the ring corridor has multiple jogs on the 6^{th} Floor and is non-continuous on the 7^{th} Floor. The Basement Floor's circulation is broken into two separate portions, divided by the parking garage.

F. EXISTING VERTICAL CIRCULATION

The building is served by fifteen elevators (not all currently active) and eight fire stairs distributed throughout the floorplate, set between 30' and 40' from the perimeter. Five passenger elevators and two egress stairs directly serve the 7th Street lobby.

The D Street lobby is served by two passenger elevators and one egress stair approximately forty feet to the right of the lobby and served by three passenger elevators with an additional egress stair approximately forty feet to the left of the lobby. There are two passenger elevators and an egress stair that directly serve the small lobby in the southwest corner of the building, though these elevators are currently abandoned in place. To the northwest, there are two elevators (one freight and one service) and an egress stair that open to the loading dock area and an additional egress stair further east, adjacent to the loading dock.

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Existing 3rd Floor Plan as a Typical Floor Layout with the Ring Corridor Highlighted

Lastly, one other service elevator (currently inactive) and adjacent egress stair can be found to the east of the floorplate's north-center. That stair has a direct-egress corridor connecting it to the exterior.

There is currently only one stair that directly egresses the building and three that egress through a lobby or corridor space. No elevators currently access the roof and only half of the west side's stairs provide roof access.

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Existing 3rd Floor Plan Showing Fire Stairs (yellow), Active Elevators (green) and Inactive Elevators (red)

G. INTERIOR IMPROVEMENTS

The majority of criteria contained in this RFP will govern the near-complete replacement of equipment, fixtures and finishes within the existing to remain structure. New building cores and utilities infrastructure are to be provided as part of the Core & Shell portion of the new work and egress capacity is to be increased.

Criteria located in this RFP pertaining to interior improvements will be found within multiple subsections of Part 3.1 and 3.2 of the Narrative, Specifications in Parts 4.0 and 5.0, Appendices in Part 6.0, and the P100 Matrix located in Part 2.0.

The Design-Builder shall strive to produce interior design and layouts that promote an equitable, comfortable, and intuitive open-office environment to the greatest extent feasible to achieve the goals outlined at the beginning of this summary. Coordination with GSA and the tenants will be of utmost importance to ensure that these goals integrate successfully with the mission objectives of all stakeholders.

Wayfinding is an important challenge in a building with as large of a floorplate as this site. In addition to consulting the wayfinding strategies that will be outlined in Appendix K, the Design-Builder shall provide a central element/space of Tier 3 finishes on all floors to aid in wayfinding. This could be accomplished with the restoration of the interior north-south demising wall.

Test-fit plans providing a pre-award design basis for tenant improvements may be provided by the Government after the Design-Build contract award; however, it will remain the AEoR's responsibility to ensure that the tenant program, standards, room data sheets, adjacencies, and other requirements are aligned to fit within the bounds of the existing building structure.

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H. 7TH STREET LOBBY PROTECTION AND RESTORATION

The 7th Street Lobby on the ground level is to be protected in its entirety throughout the duration of construction. The design-builder is to minimize any disturbance to the lobby to only that which is the criteria for renovation identified in the corresponding documents. These include the flooring, wainscotting on the walls, the wall finish, column finishes, and elevator doors and trim. The ceiling finish, other than remediation from water damage, is to be protected. The artwork murals are to be protected. The "Post Fire Condition Report" will be located in Appendix O. The Design-Builder shall consult with GSA and Building Management to assist in establishing standards and devising better environmental controls which address:

- Fluctuations in relative humidity and temperature,
- Filtration system, ambient air flow, and building pressurization,
- Pollutants and dust.

The Design-Builder is to undertake an environmental study which monitors and records conditions over a set period of time within this space.



View of 7th Street Lobby from the Gallery Walk

Finishes in the 7th Street Lobby are to be restored to the extent feasible to the original design. This will include (but not limited to):

- Restoration of plaster walls and ceilings to original paint colors,
- Restoration of stonework, decorative railings, grilles and elevator doors,
- Re-introduction of period light fixtures and new installation of contemporary fixtures (for appropriately lighting the murals),
- Sensitive integration of mechanical louvers, electrical outlets, fire sprinklers, and other devices/faceplates.
- Sensitive integration of contemporary required elements such as screening equipment and booths, progressive collapse structural strengthening, increased mechanical ventilation, new security and fire doors/windows, and new directional/informational signage.

I. EXTERIOR IMPROVEMENTS

Criteria pertaining to exterior improvements will be found within multiple subsections of Part 3.1 of the Narrative, Specifications in Parts 4.0 and 5.0, and the P100 Matrix located in Part 2.0. Additional information will be provided with drawings CS-A100 through A123, and CS-A201 in Appendix A.



Sample Exterior Improvement Design Provided in Appendix M.

Exterior improvements needed for physical security protection and ABAAS/life safety compliance will require modification of the adjacent public space. Pre-Design criteria will be made available to Offerors as part of Appendix M. The Design-Build Contractor is responsible for the final basis of design which is contingent upon a full design analysis, preliminary and final reviews and approvals by the Project's AHJs.

The Design-Builder will be required to review and coordinate all exterior improvements with the Blast Engineering Report (Appendix E) and the Vector Analysis Report (Appendix F).

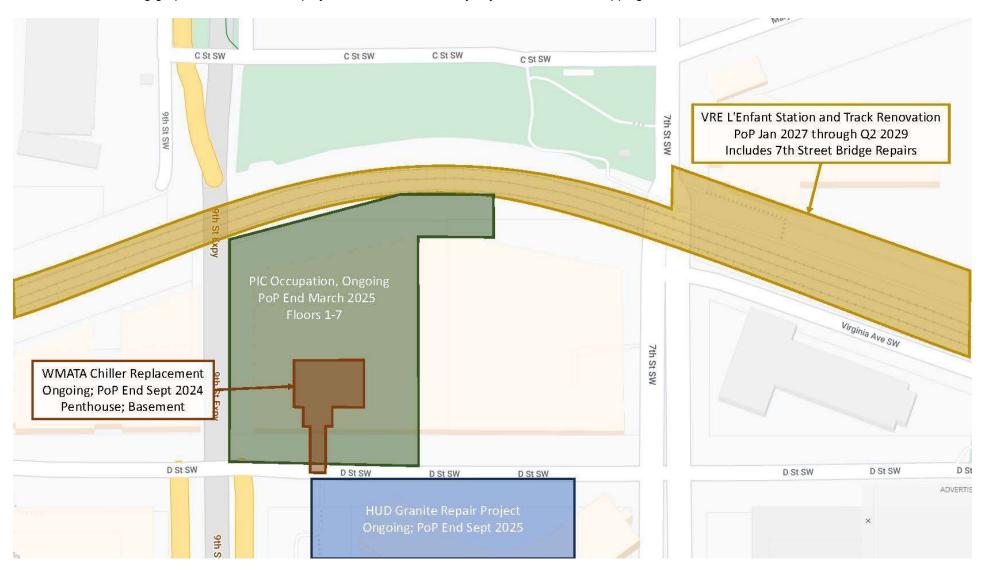
J. SUSTAINABILITY, CLIMATE RISK, AND ADAPTATION PLAN

Sustainable design strategies will be key to achieving the goals of energy use reduction and resilience to climate risk at 7DSW. Design strategies shall work to achieve goals laid out in Executive Order 14008 in tandem with meeting the 2022 Addendum to the 2021 P100.

The Climate Risk and Adaptation Plan will be provided with Appendix L: Sustainable Strategy. Additional documents in Appendix L will outline additional direction on sustainability and resiliency. The LEED Narrative and Scorecard will be located in Appendix L.

K. ONGOING, WORK-ADJACENT PROJECTS

The following graphic identifies known projects near to, immediately adjacent to, and overlapping the Limits of Work.



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SECTION III: PHASING

A. GENERAL

The project is to be divided into two several phases of work: Phase 1 (base Contract) and Phase 2 (Contract Option #1). The Period of Performance of Phase 1 will begin with a Contractor's receipt of a base Contract Notice to Proceed, followed by Phase 2, which is to be exercised by the Government as Option 1 under this Contract and as funding allows. Phasing shall generally be done horizontally with a division of floors between phases.

All Task Order deliverables shall reflect building occupancy of the basement through the east half of the fifth floor for any portion of Phase 2 remaining to be completed after Phase 1 has been completed.

A separation barrier is to be constructed between the two phases. The barrier is to protect and separate building occupants from phase two construction activities to the greatest extent possible without daily disruption. This is to include protection from sounds, smells, vibrations, and visible transiting of construction activity through occupied space. To accomplish this, the Design-Builder shall provide a construction barrier capable of screening the above mentioned at the location identified in the following phase 1 description.

B. PHASE 1 SCOPE

Civil and Sitework

Utility services to the building shall not be interrupted during normal working hours. Proposed utility services shall be constructed before existing utility services to be demolished are removed. Contractor shall notify the GSA Contracting Officer no less than 72 hours before switching a service from the existing utility to the proposed. All utility switchovers are to occur at times approved by the GSA Contracting Officer.

All site and civil work occur in Phase 1. Utility service shall remain in service throughout all phases of construction activity. Install the following infrastructure:

- Underground stormwater cistern system and stormwater pretreatment device.
- Storm sewer pumping station and associated piping to the rainwater harvesting tanks inside the building.
- Storm overflow conveyance network including the connection to the existing sewer in 7th Street.
- Storm sewer laterals.
- Additional sanitary sewer lateral.
- Domestic water service.
- Fire water service
- · Additional electric conduit
- Redundant telecommunication.
- Underground fuel tank(s) storing fuel for the new generators.
- Fuel supply and return pipes.

Remove the existing utilities to be demolished after following the criteria noted in the General Description.

Exterior Envelope

Opening replacement and wall hardening on the basement, ground, first, 2nd, 3rd, and 4th floors.

Perimeter foundation and façade repair on the basement, ground, first, 2nd, 3rd, and 4th floors.

Building Entrances and exterior Loading Docks area

Roof Scope on the roof including the roofing replacement shall be in phase 1.

Building Core Restrooms and janitor rooms on the basement, ground, first, 2nd, 3rd, and 4th floors.

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Vertical Circulation: All stair and elevator construction, with the exception of the existing freight elevator by the loading dock Mechanical, Electrical, Fire Protection, Plumbing, and Telecommunication rooms on the basement, ground, first, 2nd, 3rd, and 4th floors.

Demolition, abatement, and build-out for the vertical shafts and vertical infrastructure for mechanical, electrical, fire protection, plumbing and telecommunications on all floors that connect up to roof equipment.

Building Systems

The building core Mechanical, Electrical, Fire Protection, Plumbing, Telecommunications systems for the building shall be in Phase 1. This includes systems testing and commissioning.

Tenant Interiors related systems for the basement, ground, 1st, 2nd and 3rd, and 4th floors shall be in Phase 1

Mechanical

Demolition and new work to provide all systems at Exterior, Level B, Level 1, Level 2, Level 3, and Level 4 fully functioning and commissioned for Tenant use. Install all new mechanical infrastructure to include chillers, heat exchangers, pumps, piping, ductwork, insulation and controls to serve the entire building.

Demolition and new work at Level 5, Level 6, and Level 7 only as required to outfit equipment rooms as required for Life Safety and continuity of services such as stairways, elevators and utilities routing to/from roof mounted mechanical equipment.

Demolition and new work at Penthouse and Roof Levels to provide all systems including but not limited to HVAC equipment fully functioning and commissioned for Tenant use.

Systems installation in designated Phase 2 areas of work as required to stage so that spaces occupied following Phase 1 are not interrupted by Phase 2 work. This includes vertical shafts with piping and ductwork installed.

Fire Protection

Demolition of existing fire alarm system and installation of new fire alarm system infrastructure, Fire Command Center, Emergency Responder Radio Coverage System, and Emergency Two-Way Communication System. New RDGPs within secure areas are considered part of the Tenant scope.

Fire alarm devices and appliances shall be installed throughout the building as part of the Core & Shell scope with modifications to accommodate Tenant program spaces on basement, ground, first, 2nd, 3rd, and 4th floors, including, but not limited to, additional detection, monitoring, and control devices for Tenant dedicated equipment, specialized notification appliances or amplifiers for secure spaces, and specialized controls for emergency responder radio coverage system equipment in secure areas. For core and shell of leasable spaces, assume notification of one (1) 75cd speaker/strobe per 44-foot square (1,936 ft²).

Demolition of existing fire service piping and equipment and installation of new 8-inch fire service lateral, fire pump, fire department connections, and fire pump test header.

Demolition of existing sprinkler and standpipe systems and installation of new combined sprinkler/standpipe system. Sprinklers shall be installed throughout building as part of the Core & Shell scope with modifications to accommodate Tenant program spaces on basement, ground, first, 2nd, 3rd, and 4th floors. For core and shell of leasable spaces, assume upright sprinklers spaced in accordance with Ordinary Hazard requirements (130 ft² of coverage).

All systems shall be acceptance tested for tenant occupancy. The Phase 1 and Phase 2 portions of systems shall be zoned in such a way that the Phase 2 construction will not impact the occupied Phase 1 areas with any disruption to the building fire protection or life safety services.

Electrical

Demolition and new work to provide all systems at Exterior, Level B, Level 1, Level 2, Level 3, and Level 4 fully functioning and commissioned for Tenant use.

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Demolition and new work at Level 5, Level 6, and Level 7 only as required to outfit equipment rooms as required for Life Safety and continuity of services such as stairways, elevators, feeder busway and circuitry risers between floors and rooftop facilities.

Demolition and new work at Penthouse and Roof Levels to provide all systems including but not limited to HVAC equipment fully functioning and commissioned for Tenant use.

Systems installation in designated Phase 2 areas of work as required to stage so that spaces occupied following Phase 1 are not interrupted by Phase 2 work.

Interiors

Demolition, abatement, build-out, and testing associated with the Government-approved Program of Requirements and Room Data Sheets for the basement, ground, 1st, 2nd, 3rd, and 4th floors.

Tenant mechanical, electrical, fire protection, plumbing and telecommunications for the basement, ground, 1st, 2nd, 3rd, and 4th floors.

Excluded from the 1st floor shall be half of the loading dock and a pathway from the loading dock to the service elevator. A temporary construction demising walls at the loading dock, pathway from loading dock to the existing freight elevator shall be constructed. The barrier shall meet the following criteria:

Fire rating: 2 Hour STC: 60

Wall Finish: Painted gypsum board on the tenant side

Dust and DebrisBarrier

Code Compliant: Additional information to be provided in Part 3.0

C. PHASE 2 (OPTION #1) SCOPE

Exterior Envelope Opening replacement and wall hardening on the 5th, 6th, and 7th floors.

Façade repair on the 5th, 6th, and 7th floors.

Building Core Restrooms and janitor rooms on the 5th, 6th, and 7th floors.

Vertical Circulation: Renovation of the existing freight elevator.

Mechanical, Electrical, Fire Protection, Plumbing, and Telecommunication rooms on the 5th, 6th,

and 7th floors.

Building Systems Building-wide, integrated systems testing and commissioning, including seasonal testing.

Mechanical The details of construction phasing and sequencing are the responsibility of the Design-Builder. Coordinate phasing with all Divisions such that if one Division requires a portion of their work to be

operational for Phase 1, the Mechanical work required to provide such operation shall also be

provided in Phase 1 even if within or passing through Phase 2 areas.

Uninterrupted Tenant use of Phase 1 provided systems and occupied spaces.

Infrastructure for entire building was constructed during Phase 1. Phase 2 mechanical work to include connecting to Phase 1 systems, vertical and horizontal distribution to/from infrastructure to

serve the Phase 2 spaces.

Demolition and new work to provide all systems at Level 5, Level 6, and Level 7 fully functioning

and commissioned for Tenant use.

Commissioning and testing of subsystems provided in both Phase 1 and Phase 2 to demonstrate

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operation as complete integrated systems.

Fire Protection

Installation of fire alarm devices and appliances to accommodate Tenant program spaces on the 5th, 6th, and 7th floors.

Installation of sprinklers to accommodate Tenant program spaces on the 5th, 6th, and 7th floors.

Acceptance testing of new system components and reacceptance testing for existing systems as required by NFPA.

Electrical

The details of construction phasing and sequencing are the responsibility of the Design-Builder. Coordinate phasing with all Divisions such that if one Division requires a portion of their work to be operational for Phase 1, the Electrical and Telecommunication work required to provide such operation shall also be provided in Phase 1 even if within or passing through Phase 2 areas.

Uninterrupted Tenant use of Phase 1 provided systems and occupied spaces.

Demolition and new work to provide all systems at Level 5, Level 6, and Level 7 fully functioning and commissioned for Tenant use.

Commissioning and testing of subsystems provided in both Phase 1 and Phase 2 to demonstrate operation as complete integrated systems.

Interiors

Demolition, abatement, build-out, and testing associated with the Government-approved Program of Requirements and Room Data Sheets for the 5th, 6th, and 7th floors.

Tenant mechanical, electrical, fire protection, plumbing and telecommunications for the 5th, 6th, and 7th floors.

Demolition of all temporary construction barriers from phase 1.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
1.9.1 Sustainable Performance Requ	iremer	nts				
Energy						
Energy Net Zero					x	Building heating and domestic hot water currently served by GSA steam. Energy Net-Zero ready by source energy requires electrification of heating and domestic hot water, maximizing PV arrays on roof and Pepco (electric municipality) increasing renewable energy in power generation.
Water						
Water Net Zero	Х					Design meets EISA sec. 438
High Performance Building Technologies						
GSA Proving Ground	Х					
Construction Personnel						
Green Credentialed	Х					
Fenestration						
Daylight and Views					х	Additional information will be included in Part 3.2.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						Though demonstrated to be achievable, direction has been given to pursue a waiver for this requirement. If the option is not executed, the Design-Builder will need to demonstrate a technical hardship that makes compliance impossible.
2.1 Urban Planning and Public Use Performar	ice Re	quire	ment	s		
Sustainable Locations						
Site Uses Existing Local Infrastructure Resources and Preserves Natural Resources	х					Project earns 1 point under Sensitive Land Protection, LEED v4.1 BD+C (major modernization)
Site Supports Neighborhood Connectivity, Walkability, and Transportation Access			x			Project earns 5 points under Surrounding Density and Diverse Uses, LEED v4.1 BD+C
Design for Public Use						
Interior					Х	Private government building. No public use
Exterior	х					
2.4 Landscape Performance Requir						

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Site Performance						
Site Materials	x					All HAZMAT and non-hazardous waste testing, treatment, and remediation shall adhere to the requirements of CERCLA and RCRA (the Resource Conservation and Recovery Act) Any requirements for sanitizer storage shall be designed for and treated as a flammable product, following IFC requirements for indoor storage and NFPA 30 for outdoor storage
Site Soils				х		All soil disturbance occurs at locations of previous development and within impervious areas.
Vegetation	х					Vegetation shall be replaced or relocated in accordance with the P100 where necessary due to physical security site upgrades. Criteria will be in Appendix M, with information on the scope of vegetation.
Pollinators	х					Landscaping included in exterior improvements along 7 th and D Streets must meet these requirements.
3.1 Enclosure Performance Require						

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	A/N	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Envelope – Natural Hazard						
Seismic Resistance	Х					
Windborne Debris Resistance	Х					
Flood Resistance	Х					
Envelope – Serviceability						
Wind Resistance	х					For Window Replacement
Water Penetration Resistance						
Fenestration	Х					
Roofing and Horizontal Waterproofing-Membrane System	Х					
Roofing and Horizontal Waterproofing-Minimum Slope	Х					
Roofing and Horizontal Waterproofing- Drainage	Х					
Roofing and Horizontal Waterproofing-Green Roof	х					Additional information will be provided in Part 3.2
Roofing and Horizontal Waterproofing-Testing & Monitoring	х					
Ground Water Control	х					

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Below Grade Waterproofing	Х					
Moisture and Condensation Control						
Moisture Control Opaque Assemblies	Х					
Condensation Resistance Fenestration	Х					
Air Tightness						
Fenestration	Х					
Enclosure Airtightness	Х					
Thermal Performance						
Thermal Performance	X	x				Core and Shell – baseline Tenant Improvement – Tier 1
Building Enclosure Commissioning						
Building Enclosure Commissioning	Х					
Enclosure Acoustic Control						
Acoustic Control Assuming NC-35 interior	Х					
Enclosure Service Life	_					

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Walls Roofs	x					Core and Shell and Tenant Improvement – baseline Where renovation is indicated on CS drawings. Provide gasket seals at receptacles/switches on exterior walls and along interior walls between conditioned and nonconditioned spaces.
Fenestration	Х					
3.4 Interior Performance Requirer	nents					
Solid Core Wood Doors						
Construction	x		x			Tenant Improvement – Tier 2 (highest tier rating in GSA P100) Bonded structural composite core; AWI Premium Grade; 5-ply; Factory finish Core and Shell – baseline
Durability	х			x		Tenant Improvement – baseline (highest tier rating in GSA P100) Core and Shell – baseline; 25 Year Warranty

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2021 P100 Performance Matrix	Place an X for each requirement					
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Hardware		х		x		Tenant Improvement – Tier 3; Grade 1; Heavy duty mortise locks; solid stainless steel or bronze; gasketed for sound transmission With interchangeable cores at locksets and exit devices Core and Shell – Tier 1 Grade 1; Standard duty mortise locks With interchangeable cores at locksets and exit devices
Frame	x			x		Tenant Improvement– Tier 3 Welded hollow metal; Level 4; 0.067" (1.7mm)/galvanized; filled solid with grout Core and Shell – Baseline Knock-down hollow metal, Level 3; 0.053" (1.3 mm); untreated
Security		x				Tenant Improvement– Tier 1 - No Rating (GSA P100 tier 3 is forced entry, ballistic resistant)
Hollow Metal Doors						
Construction	х		Х			Tenant Improvement — Tier 2; Level 3; 0.053" (1.3mm)/untreated; Shop applied paint)

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2021 P100 Performance Matrix	Place an X for each requirement				ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						(Tier 3 is Level 4; 0.067" (1.7mm)/galvanized; Electrostatically applied paint and is not applicable to this project) Core and Shell – Baseline Level 2; 0.042" (1.0mm)/untreated Factory applied finish
Durability	х					Tenant Improvement and Core and Shell – Baseline - Heavy Duty (baseline tier is sufficient to meet project standards, any tier above this is excessive)
Hardware		х		х		Tenant Improvement– Tier 3; Grade 1; Heavy duty mortise locks; solid stainless steel or bronze; gasketed for sound transmission With interchangeable cores at locksets and exit devices Core and Shell – Tier 1 Grade 1; Standard duty mortise locks With interchangeable cores at locksets and exit devices

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Frame	x			x		Tenant Improvement– Tier 3 Welded hollow metal; Level 4; 0.067" (1.7mm)/galvanized; filled solid with grout Core and Shell – Baseline Knock-down hollow metal, Level 3; 0.053" (1.3 mm); untreated
Security		x				Tenant Improvement and Core and Shell – Tier 1 - No Rating (GSA P100 tier 3 is forced entry, ballistic resistant)
Glazed Aluminum Doors						
Construction	x			х		Tenant Improvement– Tier 3 3/16" (5mm) extruded aluminum; Class I anodic or fluoropolymer paint finish Core and Shell – Baseline; 1/8" (3mm) extruded aluminum; mill finish
Durability	х			x		Tenant Improvement– Tier 3; 5 Year Warranty Core and Shell – Baseline; standard warranty

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Hardware	х			х		Tenant Improvement – Tier 3; Center pivots, BMHA Grade 1 Core and Shell – Baseline; Offset pivots, BHMA Grade 2
Glazing	x			х		Tenant Improvement– Tier 3; 1/2" (13mm) laminated clear or decorative glass Core and Shell – Baseline; 1/4" (6mm) clear safety glass
Security	x			x		Tenant Improvement– Tier 3; Electronically Controlled Access Core and Shell – Baseline; Lock Set Only
All Glass Entrances						
Construction		X				Tenant Improvement– tier 1(highest tier rating in GSA P100) All glass with polished stainless steel, brass or chrome plated top and bottom rails or patches.
Durability			х			Tenant Improvement– tier 2 (highest tier rating in GSA P100) 3 year warranty

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Hardware	х					Tenant Improvement– baseline (highest tier rating in GSA P100) Grade 1 top and bottom pivots. Concealed floor or overhead closer.
Glazing			x		ř	Tenant Improvement– tier 2; Clear safety or decorative glass, 1/2" (13mm) thick.
Security			x			Tenant Improvement – tier 2; Electronically controlled access.
Borrowed Lights						
Glazing	x					Tenant Improvement – baseline (highest tier rating in GSA P100) Tempered, laminated or some other form of safety glass.
Wood Framed Interior Lights						
Construction					х	Not applicable to this project; all framing is metal.
Glazing					Х	Not applicable to this project; all framing is metal.
Hollow Metal Framed Interior Lights						
Construction		x				Tenant Improvement and Core and Shell - Galvanized for installation in wet areas and shop applied painted finish.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Frame	x		x			Tenant Improvement – tier 2 (highest tier rating in GSA P100) Welded hollow metal frame, 0.053" (1.3mm) thick with custom profile. Core and Shell – Baseline Knock-down hollow metal, 0.042" (1.0 mm)
Glazing	х			х		Tenant Improvement – Clear or Decorative laminated glass, 1/2" (13mm) thick. Core and Shell – Baseline 1/4" clear safety glass
Aluminum Framed Interior Lights						
Construction	х			х		Tenant Improvement - Custom profile; Class I anodic or fluoropolymer paint finish Core and Shell – Baseline Manufacturer's standard profile; mill finish
Frame	х					Tenant Improvement and Core and Shell – baseline (highest tier rating in GSA P100) 1/8" (3mm) extruded aluminum
Glazing				x		Tenant Improvement – Clear or Decorative laminated glass, 1/2" (13mm) thick.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						Core and Shell – Baseline ½" clear safety glass
Metal Stud Partitions						
Construction	x		х			Tenant Improvement – tier 2 (highest tier rating in GSA P100) 3-5/8" x min. 16 ga. light gage metal framing studs @ 16" o.c., 2 layers 5/8" gypsum board, with Greenguard Goldcertification, 9 ga. wire mesh between studs and gypsum each side (max. deflection L/360) Core & Shell – Baseline 3-5/8" x min. 25 ga. metal studs @ 24" o.c., 5/8" gypsum board, with Greenguard Gold certification, each side (max. deflection L/240
Durability	x		x			Tenant Improvement – tier 2 (highest tier rating in GSA P100) High Core & Shell – Baseline Standard
Height			х			Tenant Improvement and Core & Shell – Tier 2

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						Deck to Slab or Deck Above
Security	x		x			Tenant Improvement – tier 2 for secure spaces all other Tenant Improvement and Core & Shell – baseline
Environmental	x					Tenant Improvement and Core & Shell – baseline (highest tier rating in GSA P100) Standard for Sustainability for Gypsum Boards and Panels. GREENGUARD Gold certification; product-specific cradle-to-gate Type III environmental product declaration (EPD).
Masonry Partitions						
Construction		х				8" filled and reinforced CMU, 9 ga. wire mesh one side, 1-5/8" metal studs @ 16" o.c. and 2 layers 5/8" high impact resistant gypsum board, each side
Durability		х				Tenant Improvement – tier 1 (highest tier rating in GSA P100) High
Security		х				Tenant Improvement – tier 1 (highest tier rating in GSA P100)

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						High
Environmental	x					Tenant Improvement – basement (highest tier rating in GSA P100) Standard for Sustainability for Gypsum Boards and Panels. GREENGUARD Gold certification; product-specific cradle-to-gate Type III EPD.
Demountable Partitions						
Construction			x			Tenant Improvement – tier 2 (highest tier rating in GSA P100) Custom panel widths with Prefinished Panels. Provide transoms and borrowed lights.
Operable Walls						
Construction				х		Tenant Improvement - Steel, MDF, or gypsum/vinyl, fabric, veneer, or marker board/4" (100mm) thick. Gasketed at top, bottom, and panel joints.
Operation			х		li e	Tenant Improvement - Continuously hinged panels, motorized/power

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Millwork and Cabinets						
Construction		x				Tenant Improvement and Core & Shell - Particle Board with Plastic Laminate Veneer
Durability			х			Extended Life
Quality			x			AWI Premium grade, shop fabricated by millworker to custom sizes and configurations. Grade 1 hardware, solid stainless steel, brass, or bronze. Provide AWI QCP Labels/Certificates.
Countertops						
Construction		x				Particle Board, Exterior Glue, Solid Surface Material Top and Edge
Durability				Х		Extended Life
Quality		х				AWI Premium grade
3.4 Interior Performance Requiremen						
Broadloom/Carpet Tile	х					Tenant Improvement – baseline (highest tier rating in GSA P100)

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Durability	х					Tenant Improvement – baseline (highest tier rating in GSA P100)
Durability (Fiber)	х					Tenant Improvement – baseline (highest tier rating in GSA P100) Type 6 or Type 6,6 Nylon Fiber
Service Life	Х					Tenant Improvement – baseline (highest tier rating in GSA P100) 10 Year Commercial Warranty
Environmental	x					Tenant Improvement – baseline (highest tier rating in GSA P100) Comply with IgCC-2018 Section 901.4.1.4.3 (9.4.1.4.3) Third-Party Multi-attribute Certification - Cradle to Cradle Silver; product-specific cradle-to-gate Type III EPD
Vinyl Composition Tile						
Durability					х	No materials containing vinyl are used in this project.
Static Load					x	No materials containing vinyl are used in this project.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Maintenance					х	No materials containing vinyl are used in this project.
Service Life					х	No materials containing vinyl are used in this project.
Environmental					х	No materials containing vinyl are used in this project.
Sheet Vinyl						
Durability					х	No materials containing vinyl are used in this project.
Static load					х	No materials containing vinyl are used in this project.
Maintenance					х	No materials containing vinyl are used in this project.
Service Life					х	No materials containing vinyl are used in this project.
Environmental					х	No materials containing vinyl are used in this project.
Rubber Tile						

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Durability		ı		х		Rubber Tile - ASTM F1344; Rubber Sheet with Backing - ASTM F1860; Rubber Sheet without Backing - ASTM F1859
Static load	х					Tenant Improvement – baseline (highest tier rating in GSA P100) ASTM F970 compliance, depression less than 5 mil after 24 hours. Method cites 250 psi max.
Maintenance	х					Tenant Improvement – baseline (highest tier rating in GSA P100) Optional Polyurethane Layer
Service Life		х				Tenant Improvement – tier 1 (highest tier rating in GSA P100) Determined by EPD (LCA) Cradle to Grav
Environmental				x		Cradle to Cradle Bronze or product specific Type III EPD and GREENGUARD Gold Provide material that is phthalate-free.
Linoleum						
Durability	х	ľ	l			Tenant Improvement – baseline (highest tier rating in GSA P100) Linoleum Tile - ASTM F2195; Linoleum Sheet - ASTM F203

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Static Load		Х				Tenant Improvement – tier 1 (highest tier rating in GSA P100) ASTM F970 compliance, depression less than 5 mil after 24 hours. Method cites 250 psi max.
Maintenance	х					Tenant Improvement – baseline (highest tier rating in GSA P100) Factory Surface Applied
Service Life	x					Tenant Improvement – baseline (highest tier rating in GSA P100) 1) 5 Year Warranty or 2) Determined by the Owner Project Requirements (OPR) or 3) Determined by EPD (LCA) Cradle to Grave
Environmental				x		NSF/ANSI 332 Platinum and Cradle to Cradle Bronze or product specific Type III EPD and GREENGUARD Gold Provide material that is phthalate-free.
Luxury Vinyl Tile						
Durability	х					Tenant Improvement – baseline (highest tier rating in GSA P100) LVT/LVP - ASTM F1700 Class III

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Static Load	х					Tenant Improvement – baseline (highest tier rating in GSA P100) ASTM F970 compliance, depression less than 5 mil after 24 hours. Method cites 250 psi max.
Maintenance	х					Tenant Improvement – baseline (highest tier rating in GSA P100) Specialty Topcoat
Service Life	х					Tenant Improvement – baseline (highest tier rating in GSA P100) 1) 10 Year Warranty or 2) Determined by the Owner Project Requirements (OPR) or 3) Determined by EPD
Environmental				х		NSF-332 Platinum or product specific Type III EPD and GREENGUARD Gold
Porcelain Tile						
Durability	х					Tenant Improvement – baseline (highest tier rating in GSA P100)
Durability - Abrasion				х		Heavy Commercial Abrasion Class V
Durability - Water		_		Х		Vitreous (P1/E1/O1)

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Durability - Breakage				Х		Breaking Strength >450lbs
Maintenance - Stain			x			DHS Tenant Improvement and GSA Tenant Improvement – tier 2 (highest tier rating in GSA P100) Stain Class A
Maintenance - Chemical			x			DHS Tenant Improvement and GSA Tenant Improvement – tier 2 (highest tier rating in GSA P100) Chem Class 2
Service Life				х		3 Year Warranty
Environmental				х		Comply with IgCC-2018 Section 901.4.1.4.3 (9.4.1.4.3) Third-Party Multi-attribute Certification - ANSI A 138.1 for tile products and Cradle to Cradle Bronze; product specific Type III EPD
Quarry Tile						
Durability					Х	Not applicable to this project.
Durability - Abrasion					Х	Not applicable to this project.
Durability - Water					Х	Not applicable to this project.
Durability - Breakage					х	Not applicable to this project.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Maintenance - Stain					Х	Not applicable to this project.
Maintenance - Chemical					х	Not applicable to this project.
Service Life					х	Not applicable to this project.
Environmental					х	Not applicable to this project.
Mosaic Tile						
Durability					х	Not applicable to this project.
Durability - Abrasion					х	Not applicable to this project.
Durability - Water					х	Not applicable to this project.
Durability - Breakage					х	Not applicable to this project.
Maintenance - Stain					х	Not applicable to this project.
Maintenance - Chemical					х	Not applicable to this project.
Service Life					х	Not applicable to this project.
Environmental					х	Not applicable to this project.
Limestone Tile						
Durability					х	Not applicable to this project.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Maintenance					Х	Not applicable to this project.
Slate Tile						
Durability					Х	Not applicable to this project.
Maintenance					Х	Not applicable to this project.
Marble						
Durability					х	Not applicable to this project.
Maintenance					х	Not applicable to this project.
Granite						
Durability					х	Not applicable to this project.
Maintenance					х	Not applicable to this project.
Terrazzo						
Durability				Х		Epoxy 1/4" or 3/8" thick
Durability - Abrasion				Х		Hardness ≥ 10
Maintenance				Х		Flexible Membrane and vapor barrier
Environmental				Х	_	Local Resources Recycled Glass/Stone Chips

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Laminate Flooring						
Durability					х	Not applicable to this project.
Durability – Static Load					х	Not applicable to this project.
Maintenance					х	Not applicable to this project.
Service Life					х	Not applicable to this project.
Environmental					х	Not applicable to this project.
Environmental – Recycled Content					х	Not applicable to this project.
Wood Flooring						
Durability					х	Not applicable to this project.
Maintenance					х	Not applicable to this project.
Environmental					х	Not applicable to this project.
Bamboo Flooring						
Durability					х	Not applicable to this project.
Maintenance					Х	Not applicable to this project.
Environmental	_				х	Not applicable to this project.

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Glazed Wall Tile						
Durability	Х					Conforms to ANSI A137.1
Durability - Absorption		l	l	х		Heavy commercial (Abrasion Class V), Vitreous (P1/E1/O1). Breaking strength greater than or equal to 450 lbs
Maintenance			х			Stain and chemical class A.
Service Life				Х		3 Year Warranty
Environmental	х					Comply with IgCC-2018 Section 901.4.1.4.3 (9.4.1.4.3) Third-Party Multi-attribute Certification - ANSI A 138.1 for all tile products
Interior Architectural Coatings						
Environmental	ļ.			x		Comply with IgCC-2018 Section 801.4.2.2 (8.4.2.2) Paints and Coatings and certified to the Cradle to Cradle Bronze SCAQMD's Rule 1113 or Green Seal 11
Exterior Architectural Coatings						
Durability	х					No Blistering present after 12 months exposure; No Erosion present after 12 months exposure; No Flaking or Peeling

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
						after 12 months exposure; No Biologic Growth present after 9 months exposure
Environmental	Х					VOC Levels: CARB 2007 SCM
Wall Covering – Type II						
Durability	х					Compliance to W-101 (2011)
Maintenance	X					Scrubability - 300 cycles/ min Washability - 100 cycles/ min
Environmental – Wall Covering	х					Comply with IgCC-2018 Section 901.4.1.4.3 (9.4.1.4.3) Third-Party Multi-attribute Certification - NSF/ANSI 342 for wall covering products.
Environmental – Ceiling and Wall Assemblies				Х		Comply with IgCC-2018 Section 801.4.2.6 (8.4.2.6) Ceiling and Wall Assemblies and Systems and GREENGUARD Gold
Environmental – Adhesives and Sealants	х					Comply with IgCC-2021 Section 801.4.2.1 (8.4.2.1) Adhesives and Sealants
Wall Paneling Plastic/Laminate						
Durability		х	_			High Pressure Laminate

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2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Durability - Abrasion		х				Abrasion Resistance > or equal to 420
Maintenance		х				Cleanability 18 cycles
Service Life		х				2 Year Warranty
Environmental		X		X		Comply with IgCC-2018 Section 801.4.2.6 (8.4.2.6) Ceiling and Wall Assemblies and Systems. GREENGUARD Gold
Environmental – Recycled Content				Х		3rd party certified 60% Recycled Material
Wall Paneling Wood						
Durability				X		Tenant Improvement: tier 3; Hardness - 2600-3800
Maintenance				х		Tenant Improvement: Tier 3; Polyurethane top coat applied
Environmental	х					USDA Certified BioPreferred and GREENGUARD Gol
Wall Paneling/Composite Board						
Durability				Х		Min 30mm thickness
Maintenance	_			х	_	Polyurethane top coat applied

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Environmental	х					Comply with IgCC-2018 Section 801.4.2.6 (8.4.2.6) Ceiling and Wall Assemblies and Systems
Environmental - BioPreferred	х					USDA Certified BioPreferred and GREENGUARD Gol
Wall Paneling Sculptural						
Durability					х	Not applicable to this project.
Maintenance					х	Not applicable to this project.
Environmental					х	Not applicable to this project.
Environmental - BioPreferred					х	Not applicable to this project.
Wall Base						
Durability				Х		6" Rubber Wall Base (Thermoset)
Maintenance	х					Not through color
Service Life	х					Year Warranty or 2) Determined by the Owner Project Requirements (OPR) or 3) Determined by EPD (LCA) Cradle to Grave

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Environmental	х					Comply with IgCC-2018 Section 901.4.1.4.3 (9.4.1.4.3) Third-Party Multi-attribute Certification - NSF/ANSI 332 for resilient floor coverings and GREENGUARD Gold. PVC Free
Acoustical Ceilings						
Surface Texture		х				Tenant Improvement and Core & Shell: Tier 1 (highest GSA P100 tier available) Smooth White acoustical
Open Office NRC		х				≥ 0.90
Open Office CAC		х				≥ 35
Enclosed Office NRC		х				≥ 0.75
Enclosed Office CAC		х				≥ 35
Durability – Impact Resistance		х				Impact Resistance
Durability – Moisture Resistance		х				Moisture resistance: indoor environment less than 90% relative humidity and less than 100 degrees F
Maintenance	Х					Vacuum with soft brush attachment
Service Life	х					30 Year Systems Warranty

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Environmental – Recycled Content	Х					Total Recycled Content ≥ 80%
Environmental – Recyclability	Х					Recyclable
Environmental – BioPreferred	х					USDA Certified BioPreferred or mineral-based. No added antimicrobials
Environmental – Light Reflectance	х					Light Reflectance ≥ 85% (Color Panels excluded)
Environmental – Low Emitting	х		ļ			Comply with IgCC-2018 Section 801.4.2.6 (8.4.2.6) Ceiling and Wall Assemblies and Systems and GREENGUARD Gold
Environmental – EPD	Х					Product EPD Available
Environmental – Ingredient Disclosure		х				Ingredient Disclosure 1000ppm
4.1 Structural Performance Require	ements	5				
Live Load						
Uniform Floor Loading	Х					
Seismic						
Structure	Х					
Nonstructural	х					

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Wind						
Structure	Х					
Vibrations						
Serviceability	Х					
4.4 Physical Security Performance Req	uirem	ents				
Security						
Physical Security Performance			×			Additional information will be provided in Appendix E - Blast Engineering Report and Appendix F - Vector Analysis Report (core and shell and Tenant Improvements)
4.6 Civil Performance Requireme	ents					
Flood						
Flood Mitigation	х					The basement floor elevation is at approximately 21.84-feet. The 100-year flood elevation is 11.2-feet according to the FEMA maps.
5.1 Mechanical Performance Requir						
Temperature						

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION – See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Performance	x		х			Core and Shell - Baseline, however, thermal zones meet Tier 1 with one thermal zone per 450 SF at perimeter, one thermal zone per 1500 SF interior, and no more than one thermal zone per 3 private offices. Provide extra Temperature sensors in rooms with no thermostat. M&V Follow Tier 2 Trend history of space temperature for min. 30 days, generate monthly trend report.
Humidity Control						
Performance	х		х	ľ		Core and Shell – Baseline. No humidification provided except for 7 th Street SW East Lobby to protect murals.
Air Movement						
Performance		х				
Pressure						
Performance	Х					
Ventilation						

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Performance		х				
Filtration						
Performance	х					P100-2021 modified with only Baseline performance criteria for Filtration.
HVAC Noise Control						
Performance			х			Mechanical design to comply with ASHRAE Applications Chapter 48, Table 1 plus sound masking system provided in open office spaces. A post-occupancy survey will be performed by the Government and any results identifying latent defects or errors and omissions must result in mitigating action by the design-builder.
HVAC Operational Efficiency						
Equipment Performance		х				
Fan Energy Performance		х				
HVAC Energy Metering		х				
Whole Building Metering			х			A post-occupancy survey will be performed by the Government and any results identifying latent defects or errors and omissions must result in mitigating action by the design-builder.

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment			
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.		
6.1 Lighting Performance Require	6.1 Lighting Performance Requirements							
Lighting Quality – Interior								
Luminance Balance				Χ				
ССТ	Х		X			Baseline for C&S recommended since tunable color for C&S spaces would have cost with no real benefit. TI spaces provide tunable color per 2021 P100 Tier 2. There is no Tier 3 definition for this category.		
CRI				Х		2021 P100 Tier 3 requirement of CRI ≥ 90 is the same as Tier 2.		
Fidelity (Rf)				X		2021 P100 Tier 3 requirement of Fidelity Rf = 85 is the same as Tier 1.		
Color Saturation (Rg)				X		2021 P100 Tier 3 requirement of Color Saturation Rg = 110 is the same as Tier 1.		
Human Centric Lighting	X		X			Baseline for C&S recommended since tunable color and other HCL requirements for C&S spaces would have cost with no real benefit. TI spaces design for UL 24480 HCL per 2021 P100		

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
	l					Tier 2. There is no Tier 3 definition for this category.
Lighting Quality – Exterior						
ССТ				X		Tier 3 = Baseline CCT < 3500K
CRI				X		Tier 3 = Baseline CRI ≥ 70
Light Pollution/Light Trespass	X					This downtown urban site should be classified as Lighting Zone LZ3. Higher Tiers (lower lighting levels, including trespass) than baseline requirement to "Meet BUG ratings per lighting zone of site" would not be appropriate and result in reduced safety & security.
Lighting Quantity - Interior						
Illuminance – Horizontal				Χ		Tier 3 = Baseline "Meet IES Handbook"
Illuminance – Vertical				Χ		Tier 3 = Baseline "Meet IES Handbook"
Lighting Quantity – Exterior						
Illuminance – Horizontal				Χ		Tier 3 = Baseline "Meet IES Handbook"
Illuminance – Vertical				Х		Tier 3 = Baseline "Meet IES Handbook"

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Lighting Energy Use – Interior						
Controls	X			X		Baseline for C&S recommended since higher Tier "addressable and personal" controls for C&S spaces would have cost with no real benefit. Tier 3 = Tier 2 "addressable and personal" controls for TI spaces.
Energy Use				X		
Lighting Energy Use – Exterior						
Controls				Χ		
Energy Use				Χ		
Power Quality						
Power Factor (Full Light Output)				Χ		
Power Factor (Fully Dimmed)				Χ		
Total Harmonic Distortion at the LED Driver (Full Light Output)				X		
Total Harmonic Distortion at the LED Driver (Fully Dimmed)				X		
Wiring				Х		Baseline = Tier 3

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

2021 P100 Performance Matrix	Place	an X fo	or each	require	ment	
Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
Maintenance						
Equipment Life		X				Note: Baseline = 5-year warranty. Higher Tiers = 10- or 15-year warranty. Is higher than 5 years even available for any light fixtures on the market?
Accessibility	Χ					No definition above Baseline.
Diagnostics				Χ		
6.4 Electrical Performance Require	ments	;				
Transformers						
Efficiencies for Network and Substation Transformers				Χ		
Insulating Fluid				Χ		
Efficiencies for Low-Voltage Distribution				Χ		
Impedance for Low-Voltage Distribution				X		
Harmonic Rated & Mitigating Transformers				Χ		Baseline = Tier 3
Variable Frequency Drives						
Up to 25 HP				Х		

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Solicitation No.: 47PM0424R0017

CONTROLLED UNCLASSIFIED INFORMATION - See GSA P 3490.3

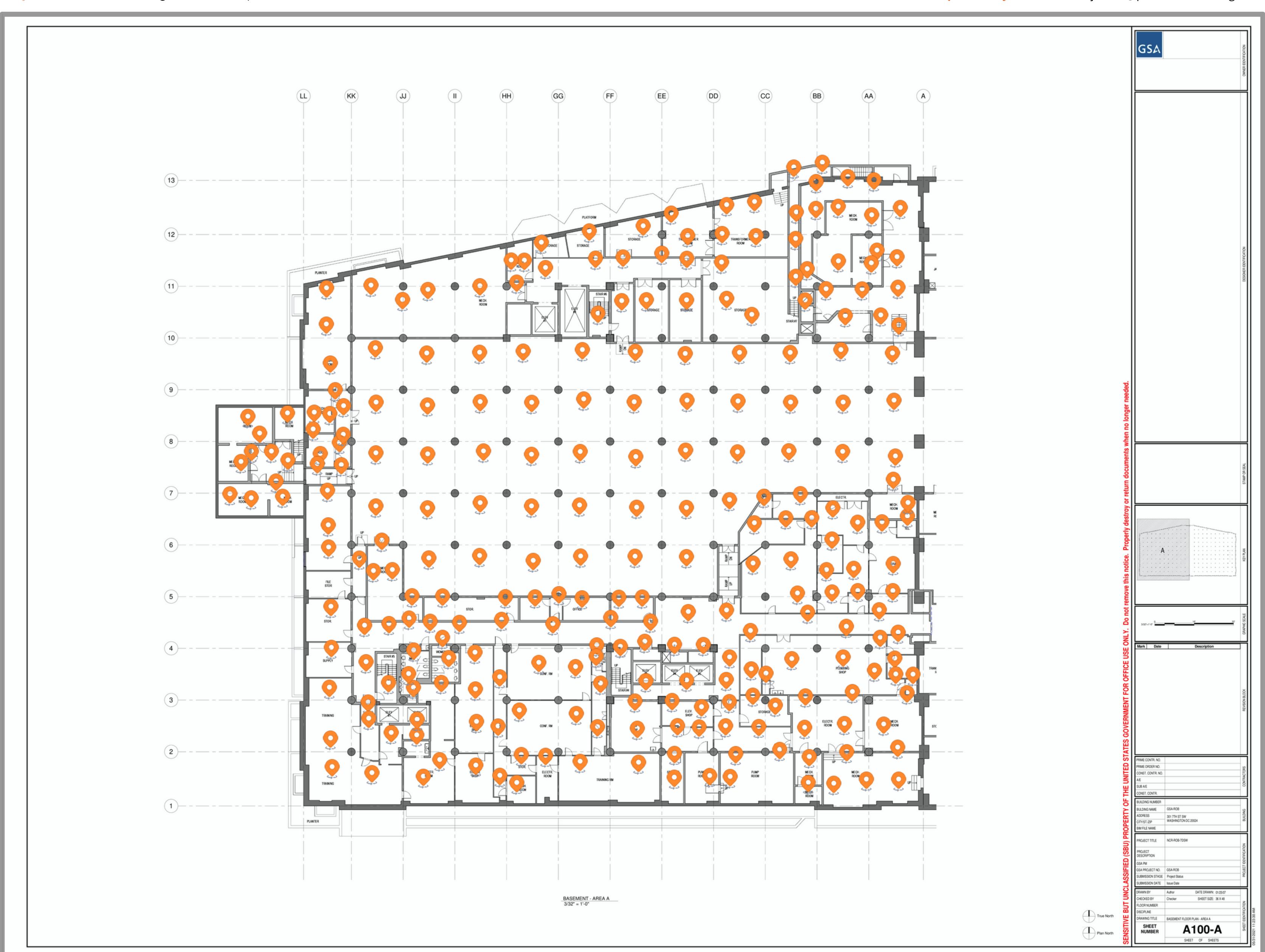
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Attribute	Baseline	Tier 1	Tier2	Tier 3	N/A	Notes - Describe how design meets performance or any waivers from a requirement. All performance requirements below automatically apply to all exercised options, alternates, unit pricing and contract modifications.
30 to 100 HP				Χ		
125hp and larger				Х		
Metering/Monitoring						
Metering/Monitoring				Χ		
Building Automation System						
Electrical Meter Input				Χ		
PV System Input				Χ		
Automatic Transfer Switches Input				Χ		
Standby Generator Input				Χ		
Uninterruptible Power Systems Input				Χ		
Variable Frequency Drives Input				Χ		
Motor Starters Input				Χ		
Additional Computer-Based BAS Interface	Х					
Additional Computer-Based BAS Energy Management				X		



ATTACHMENTS PROVIDED IN SEPARATE FILE; REFER TO SAM.GOV

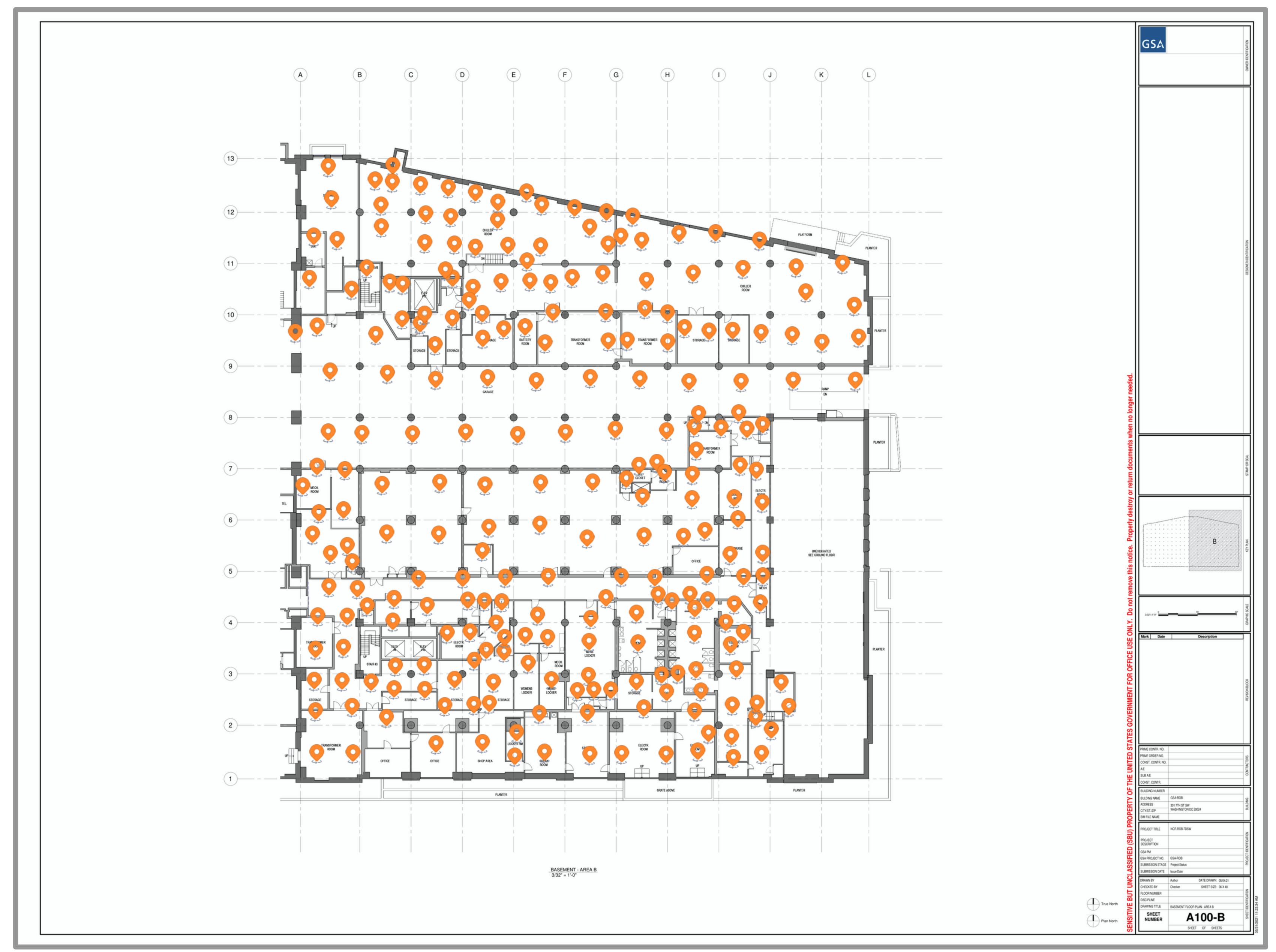
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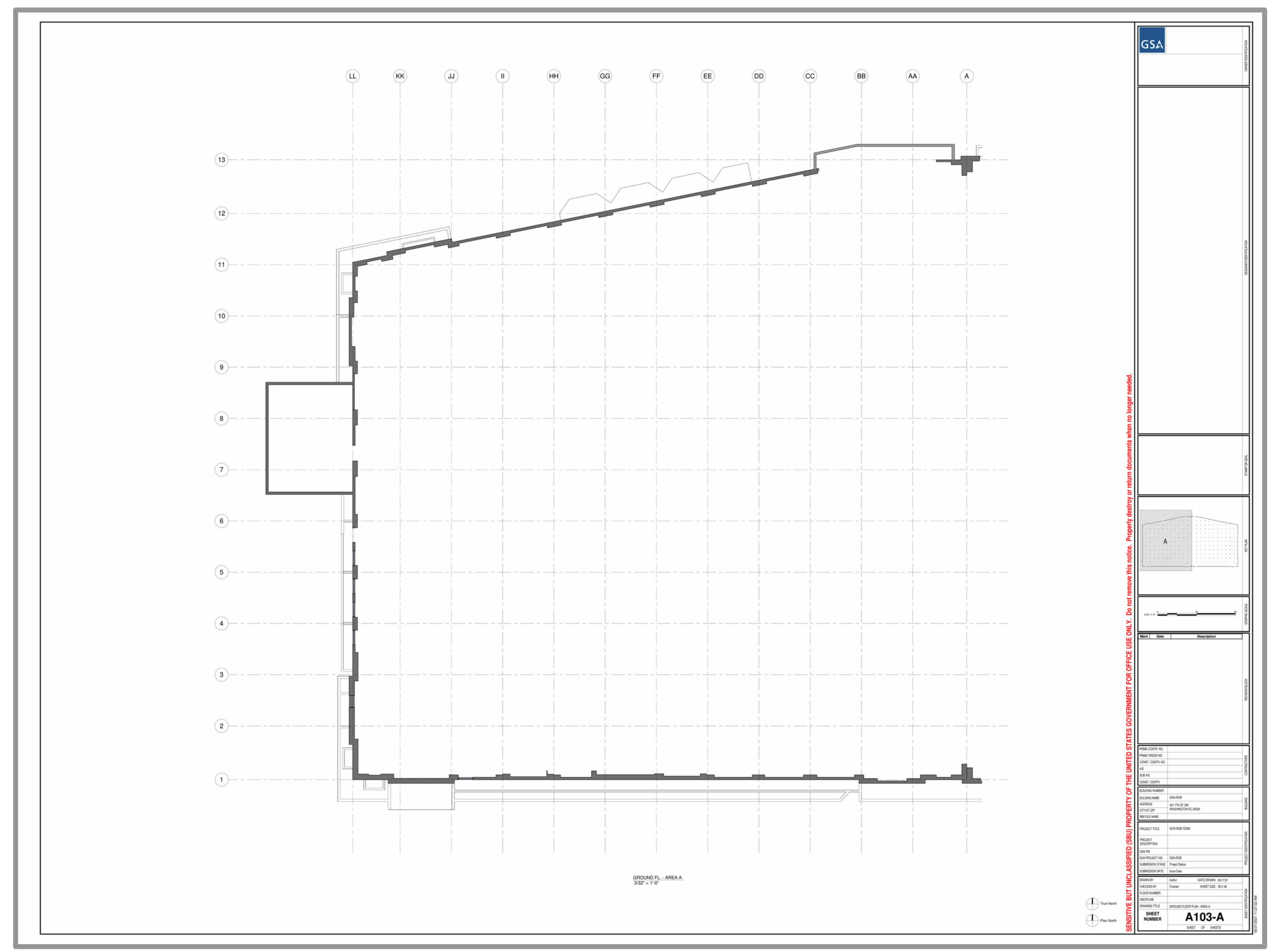
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Area 00 - BASEMENT - EAST **Project** GSA - 7DSW - Existing Conditions Capture



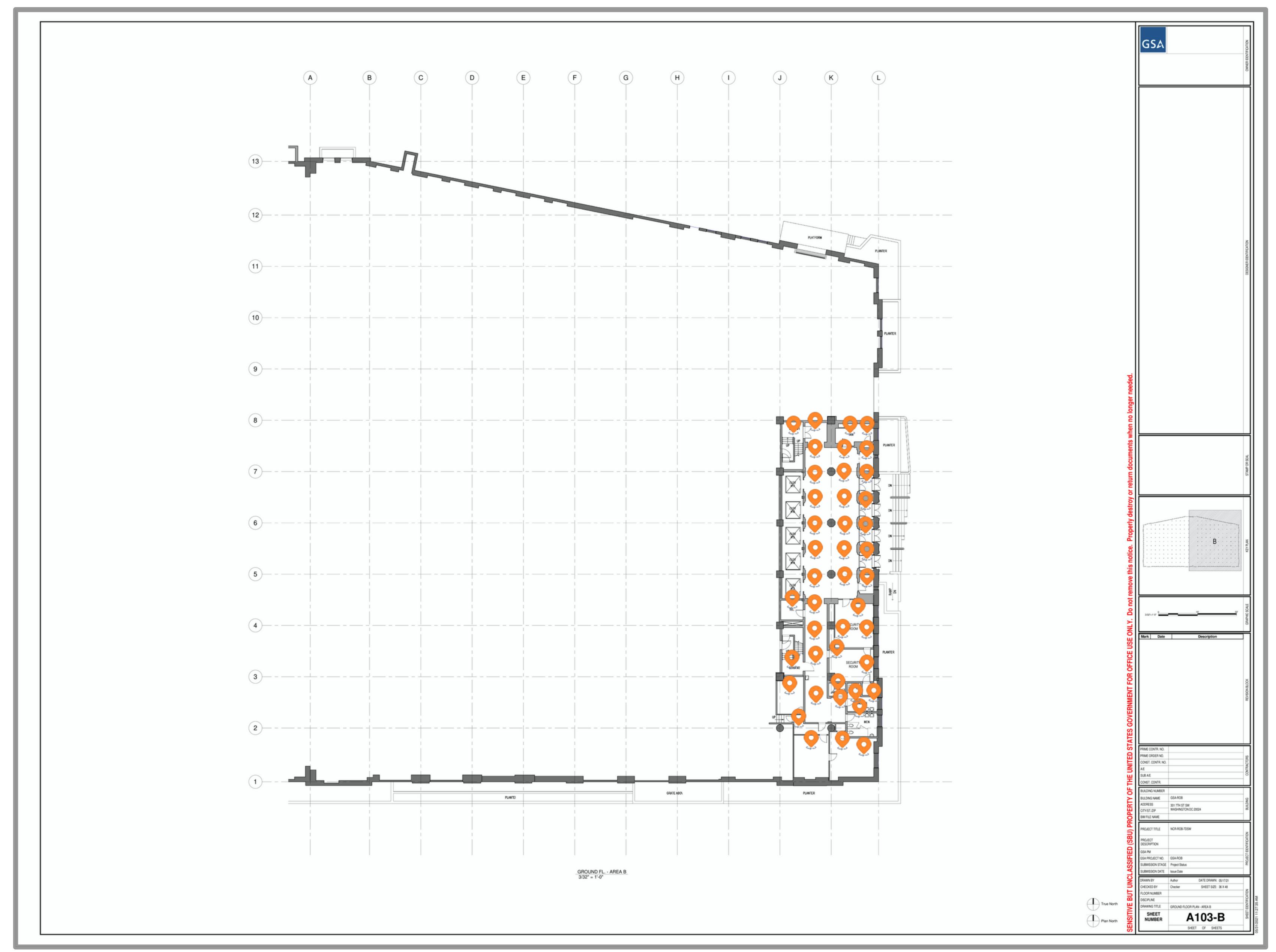
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Area 00 - GROUND / LOBBY - WEST
Project GSA - 7DSW - Existing Conditions Capture

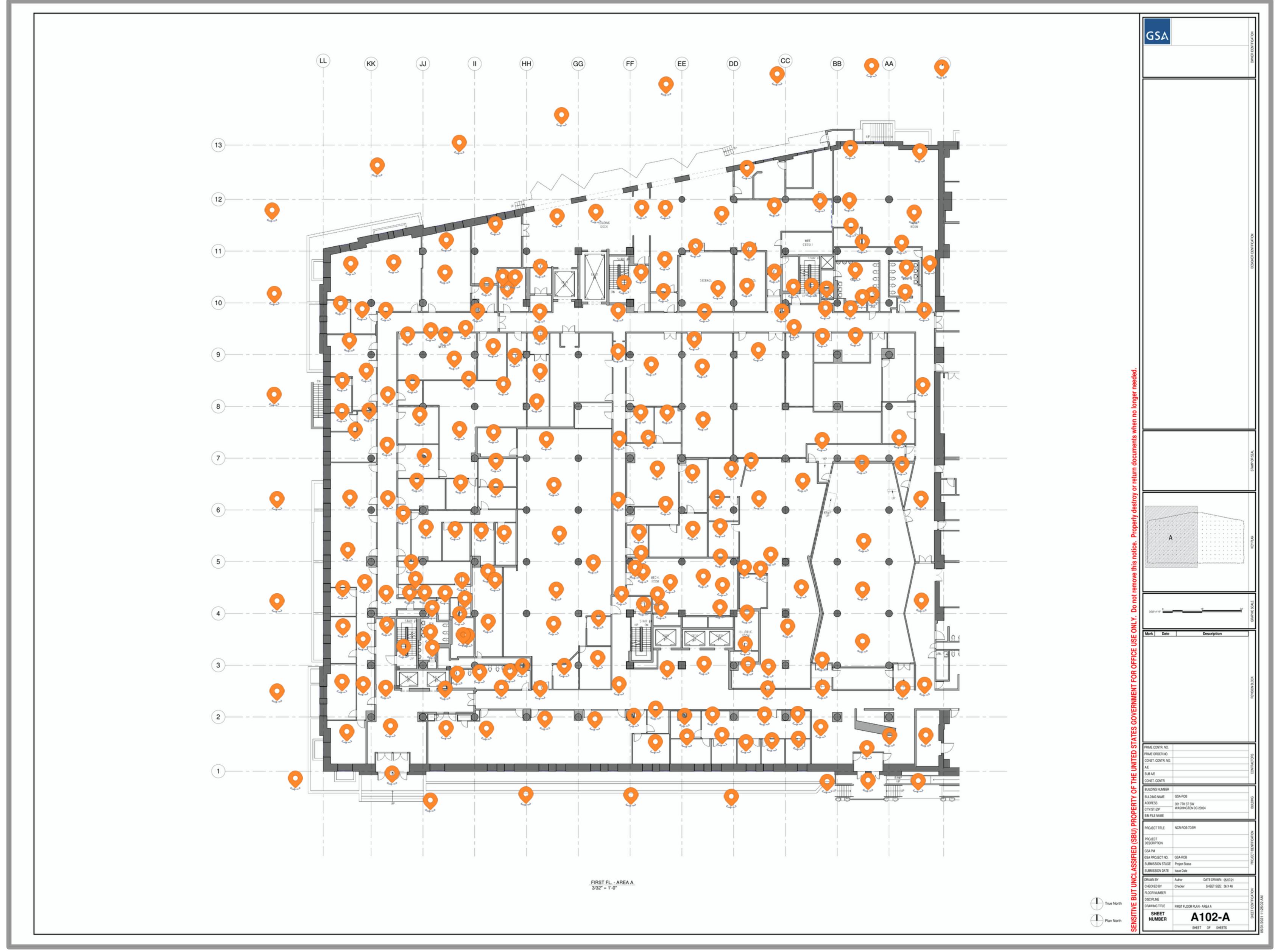


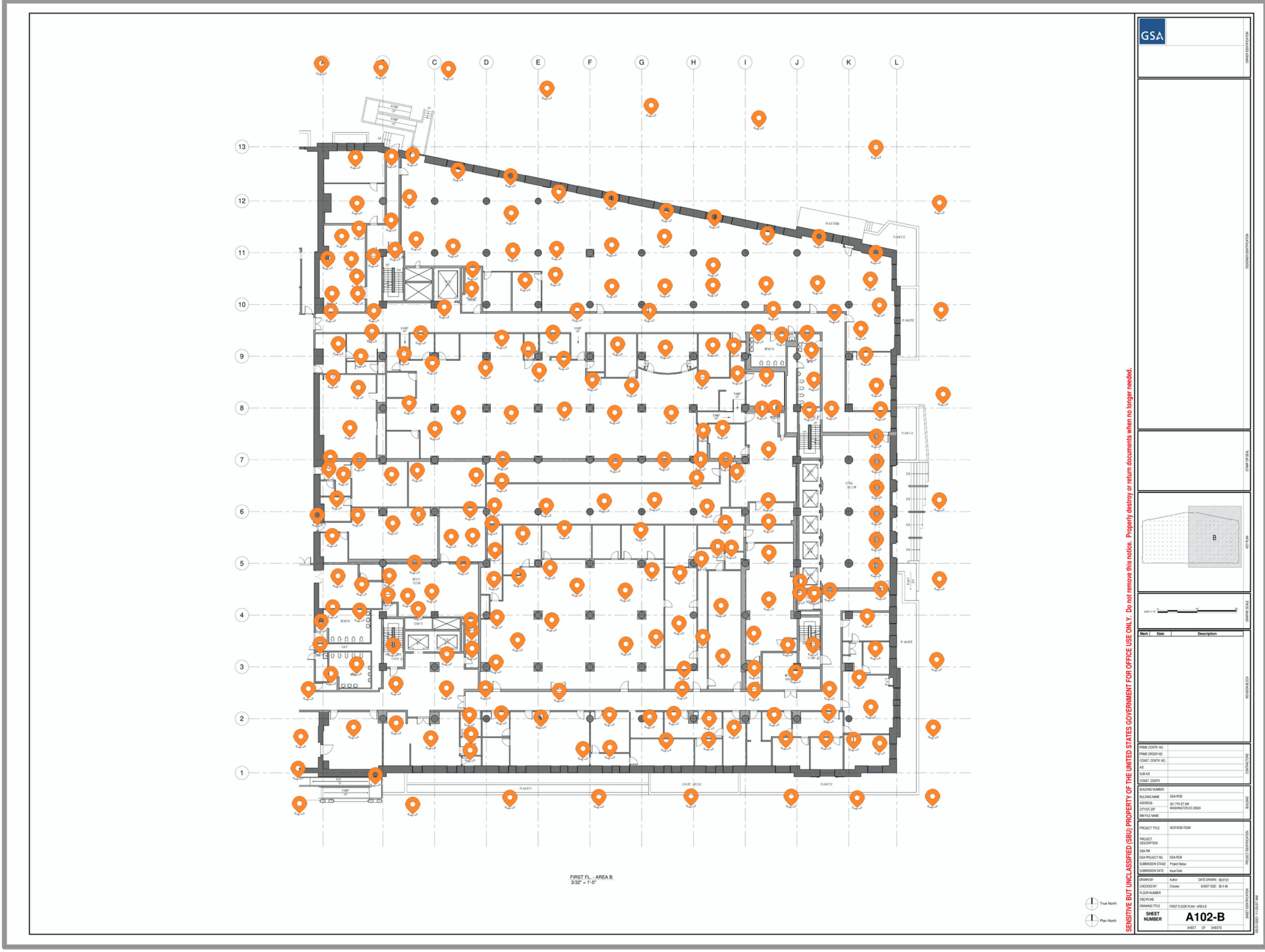
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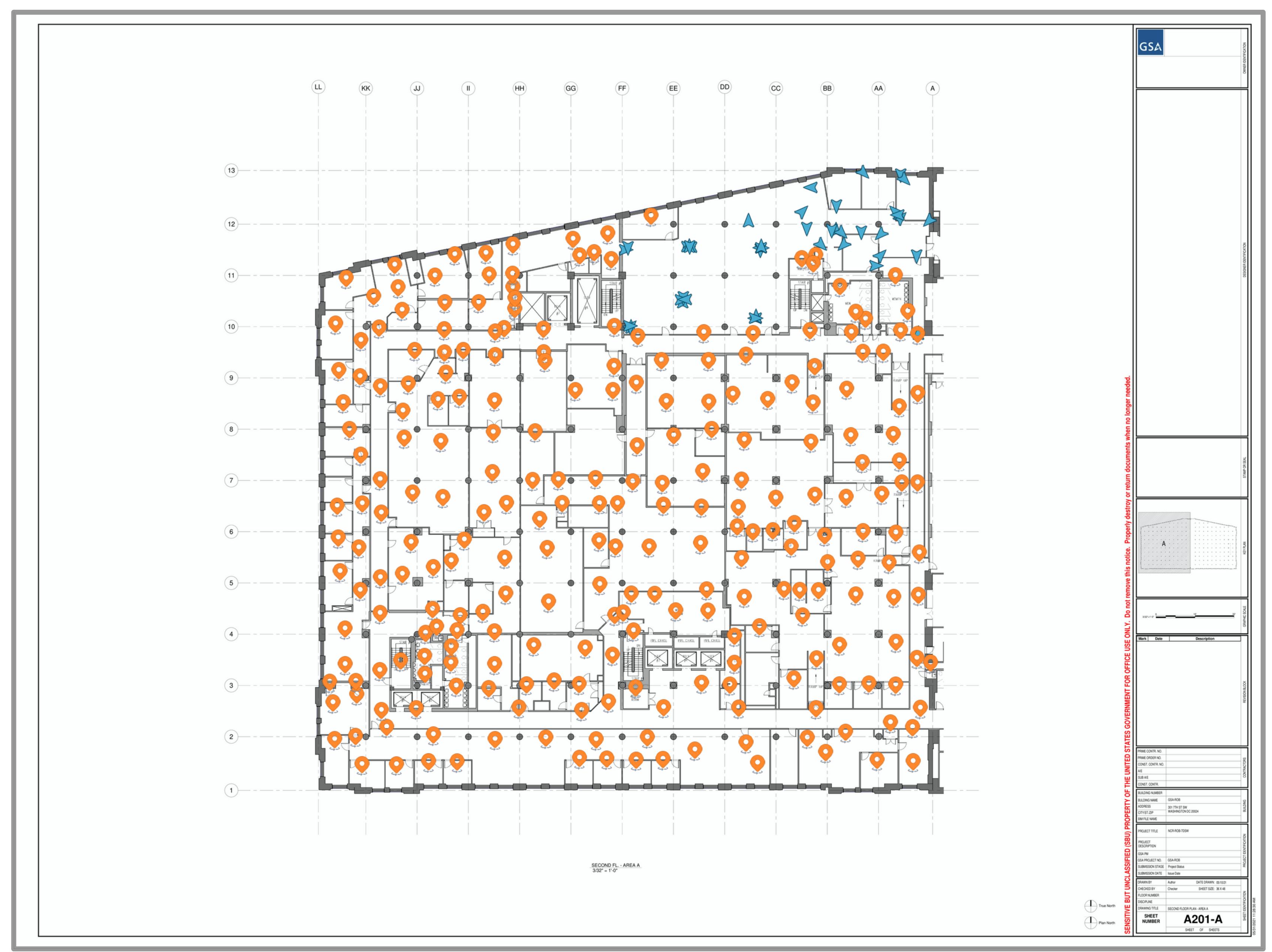
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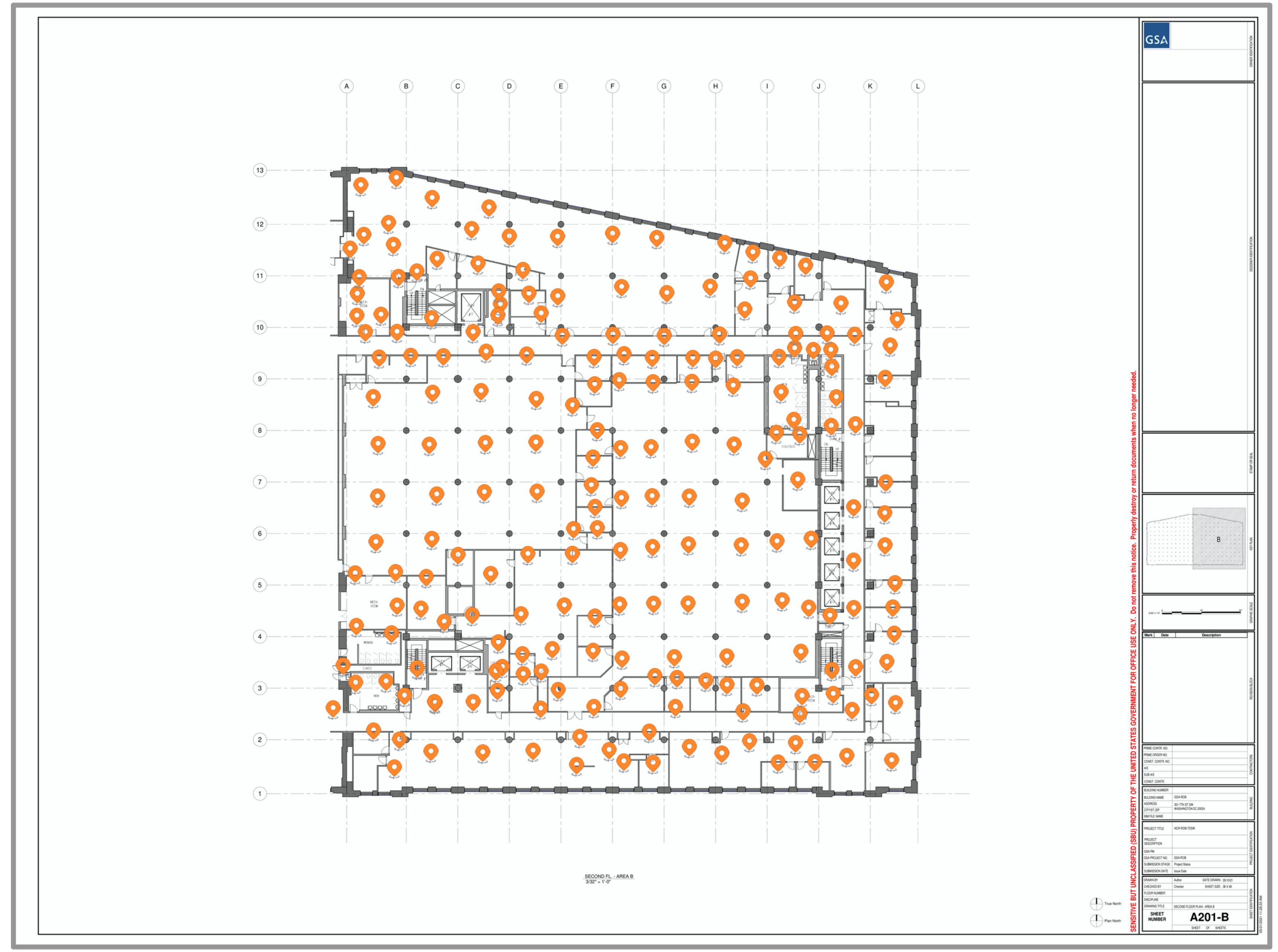






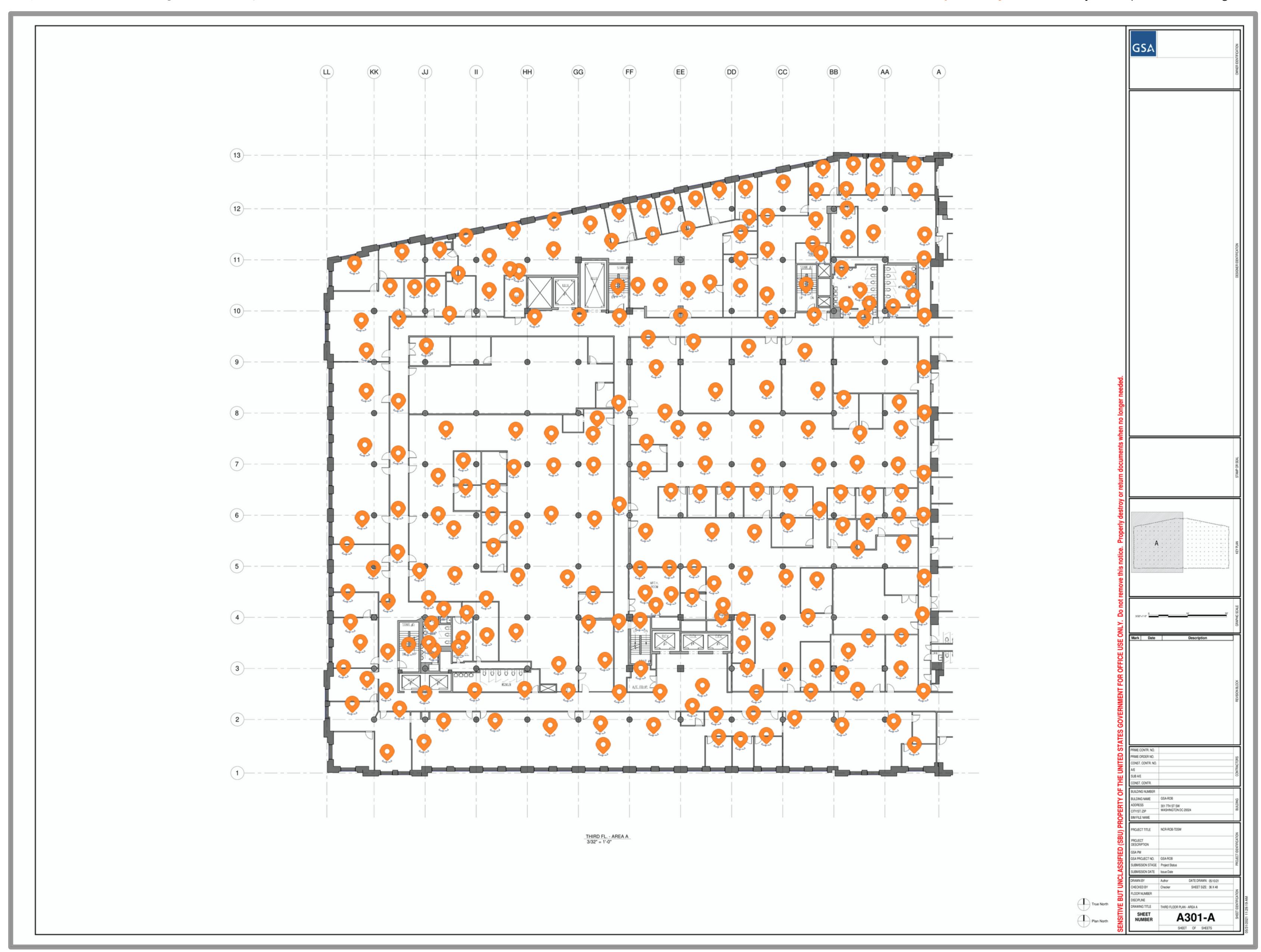


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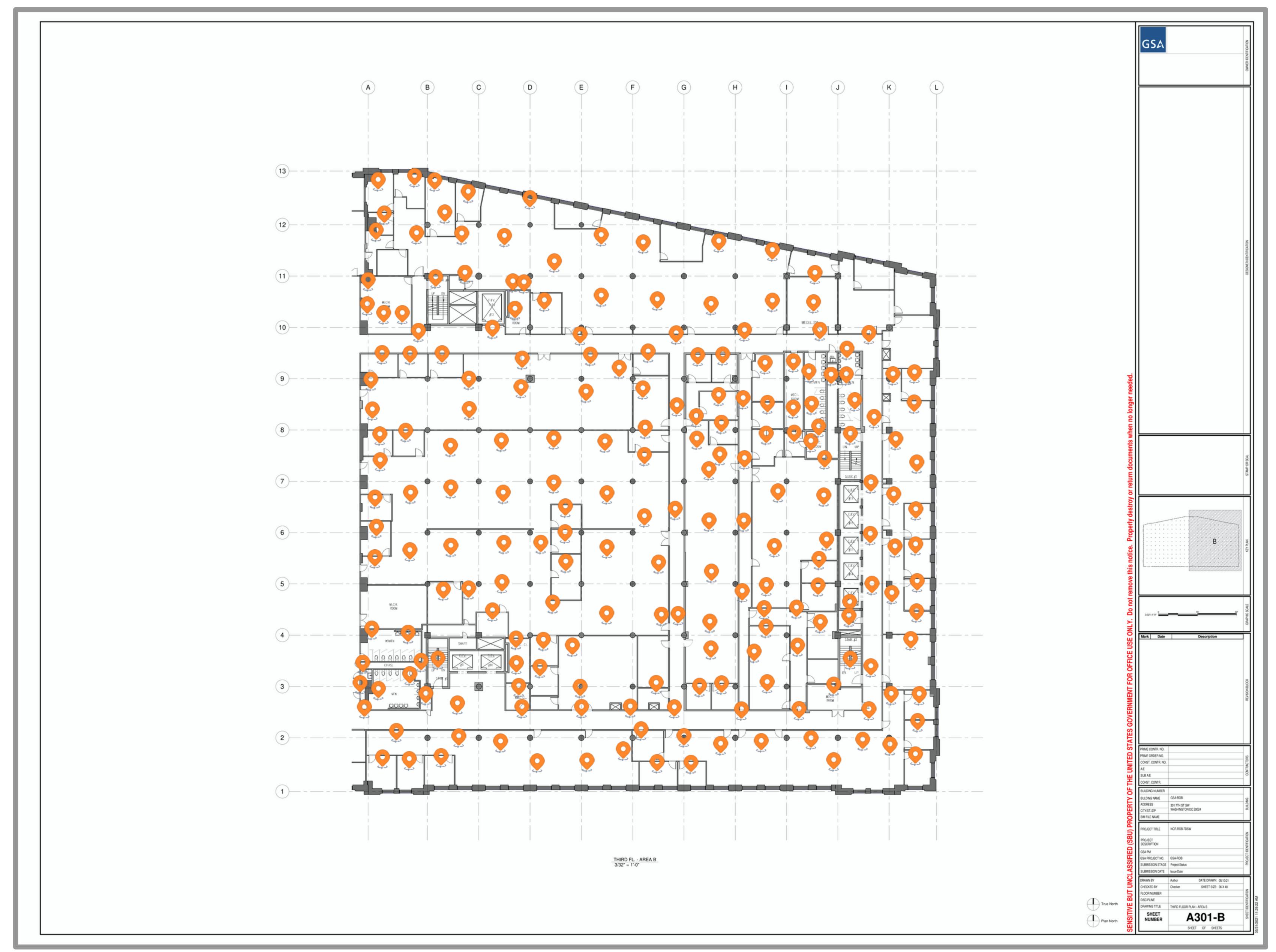
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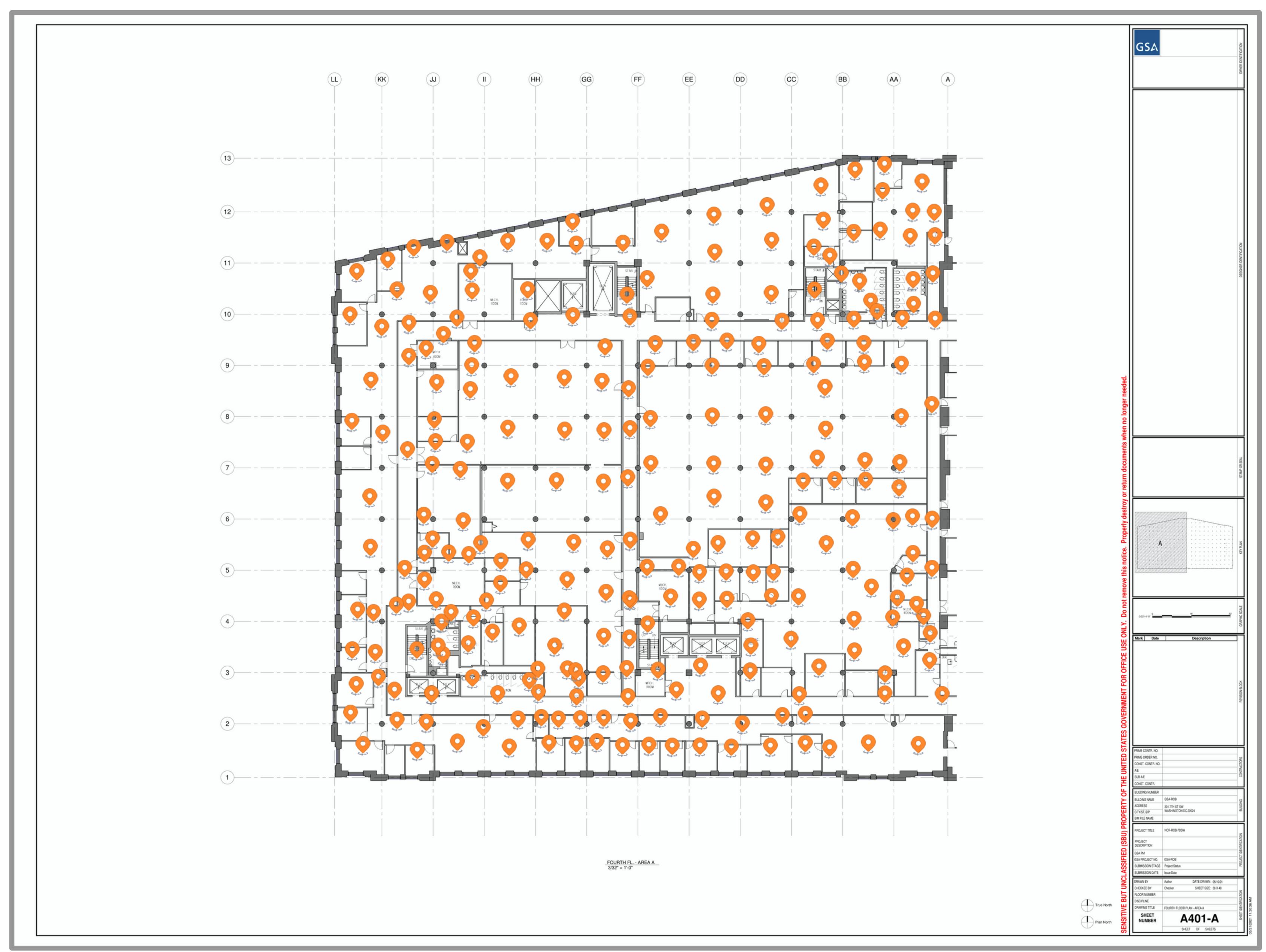


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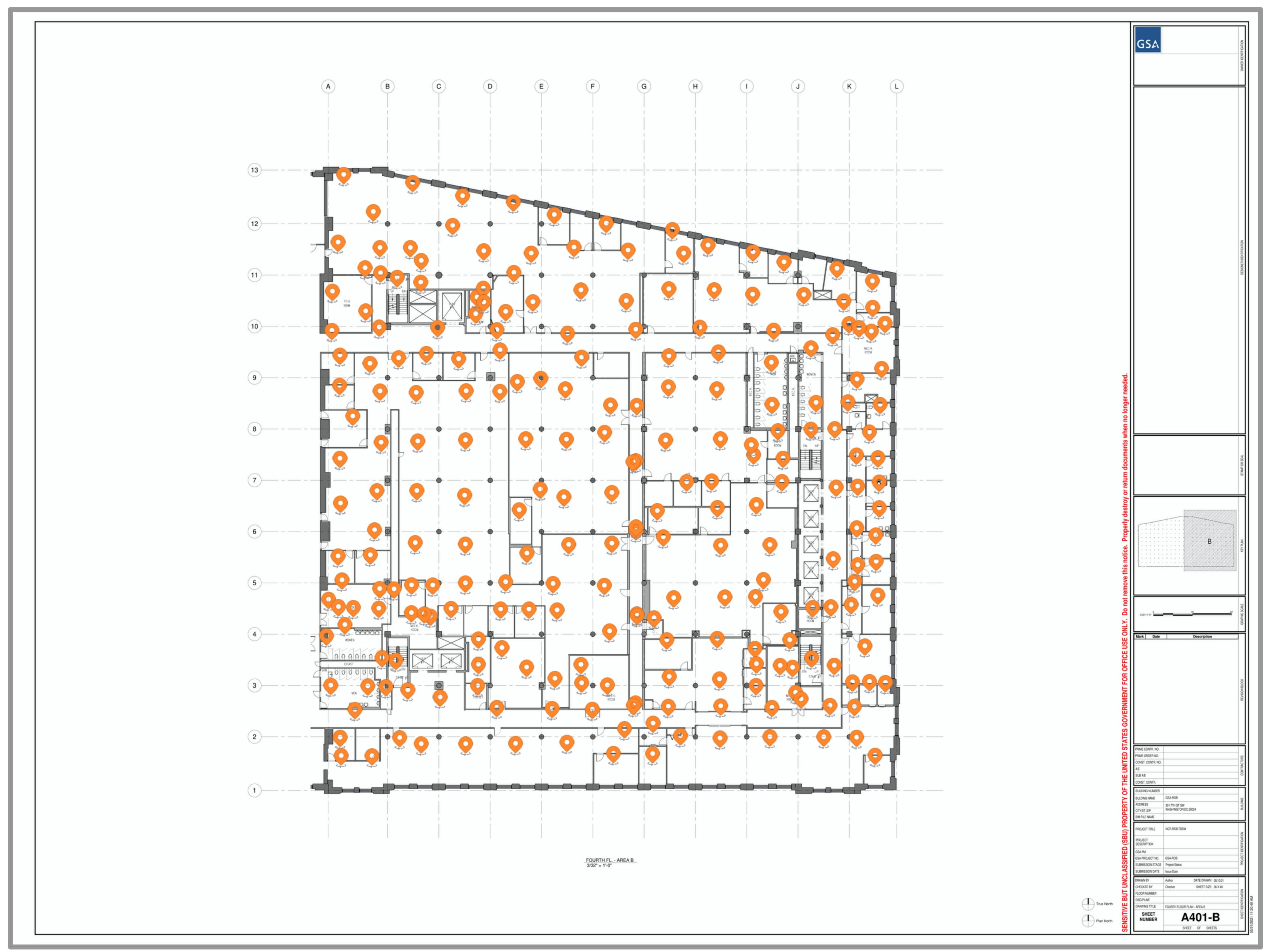
Area 03 - THIRD FLOOR - EAST **Project** GSA - 7DSW - Existing Conditions Capture





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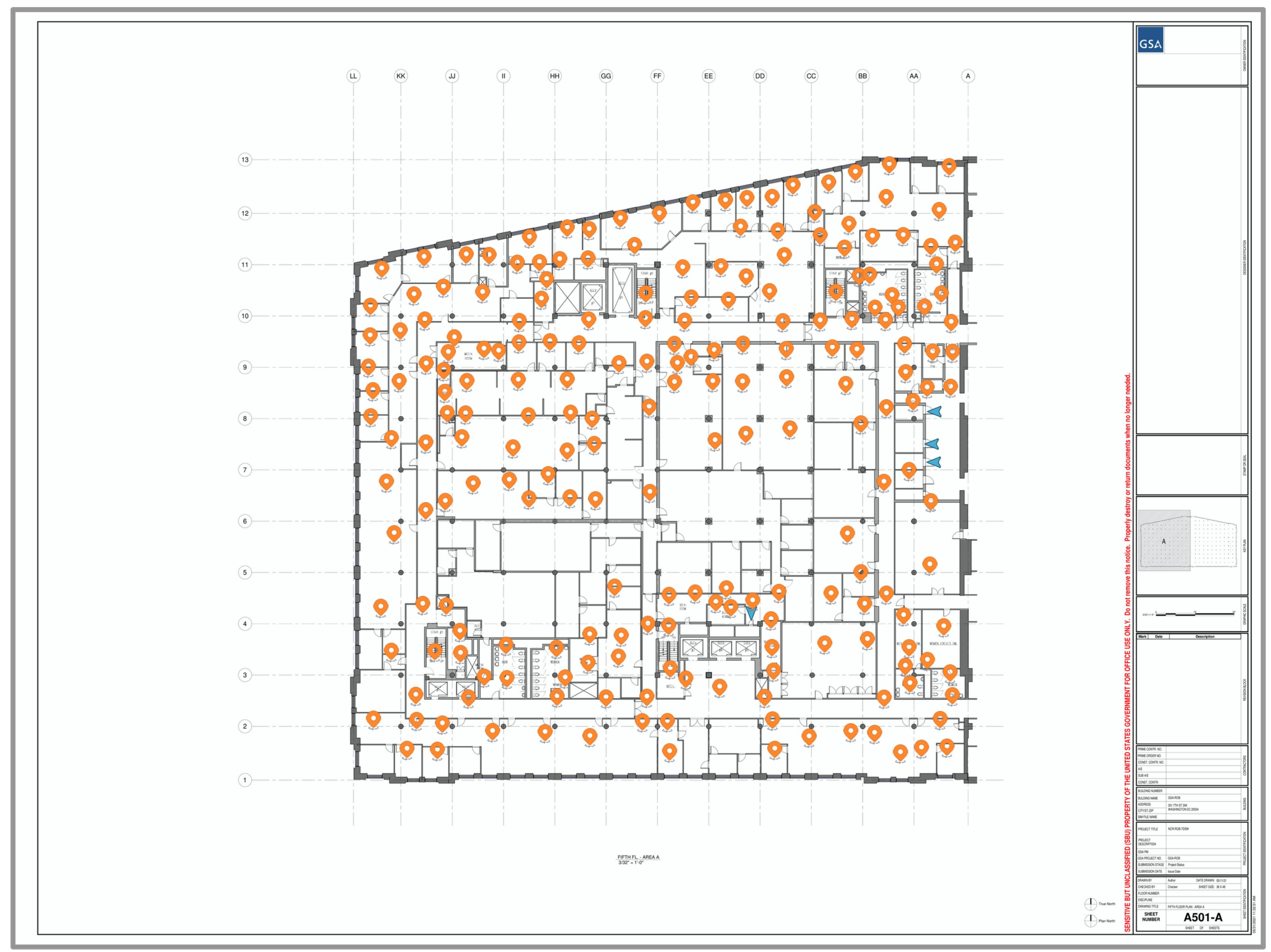
Area 04 - FOURTH FLOOR - EAST **Project** GSA - 7DSW - Existing Conditions Capture



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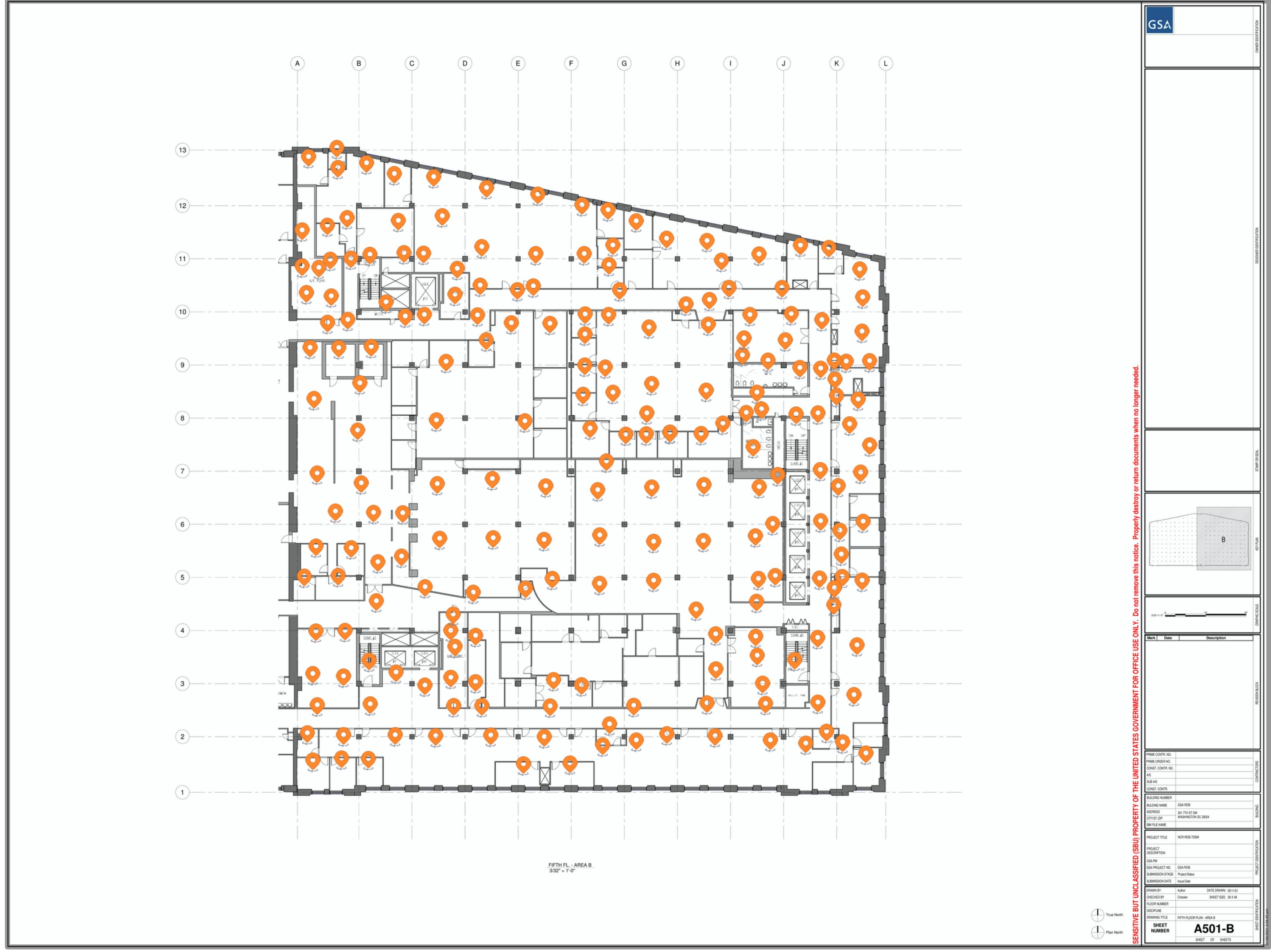
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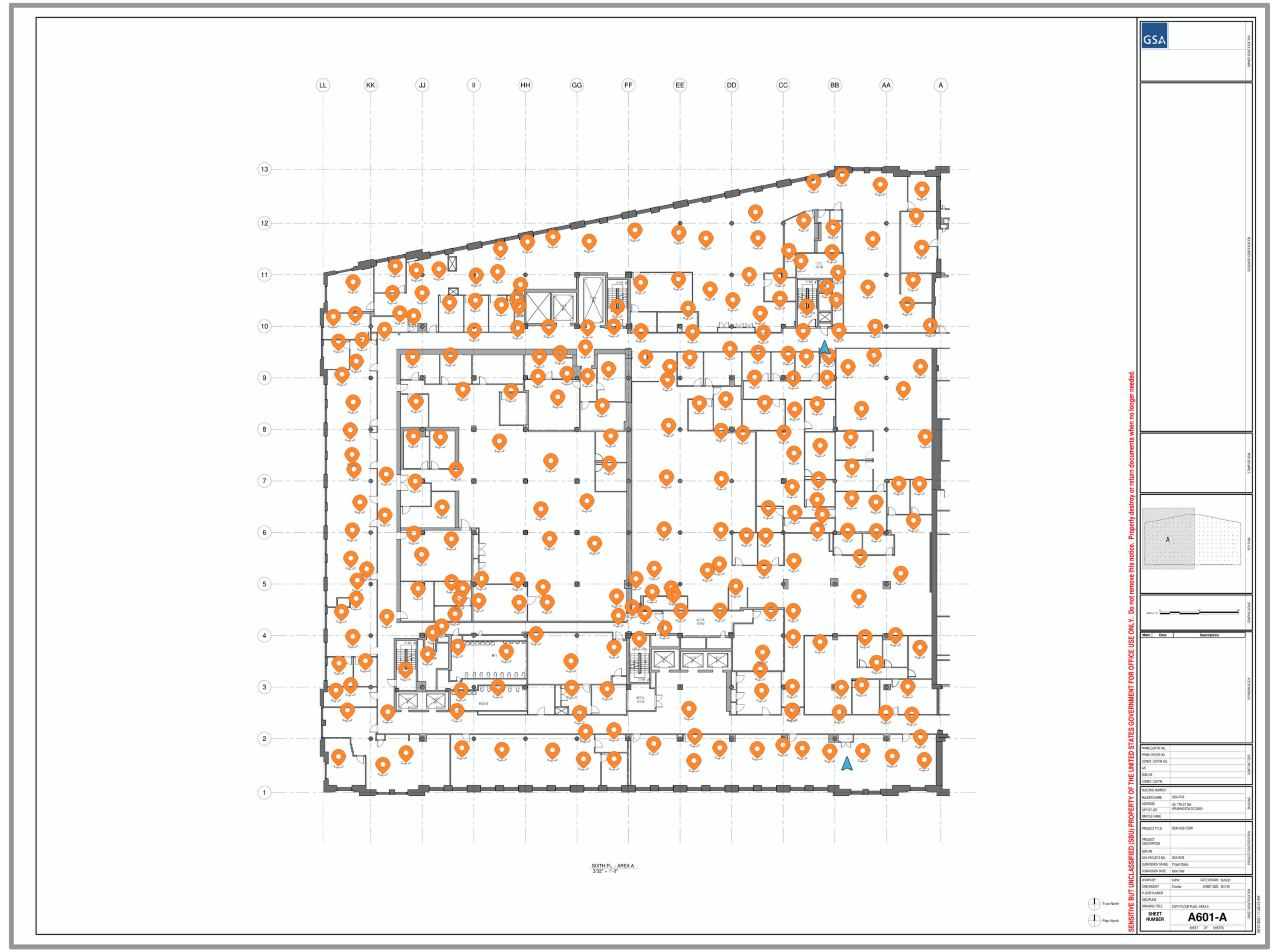
Area 05 - FIFTH FLOOR - WEST **Project** GSA - 7DSW - Existing Conditions Capture



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Area 05 - FIFTH FLOOR - EAST **Project** GSA - 7DSW - Existing Conditions Capture

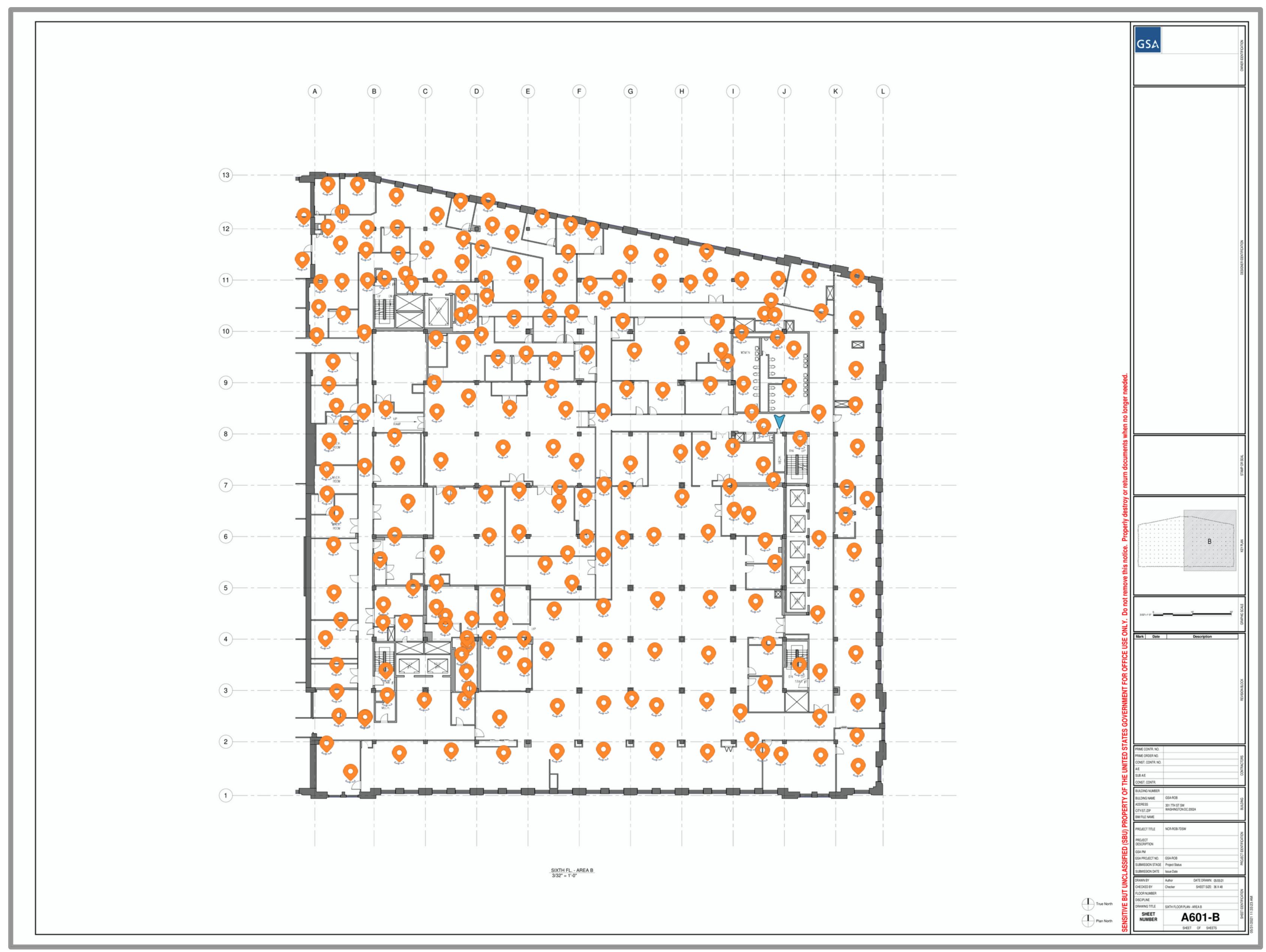


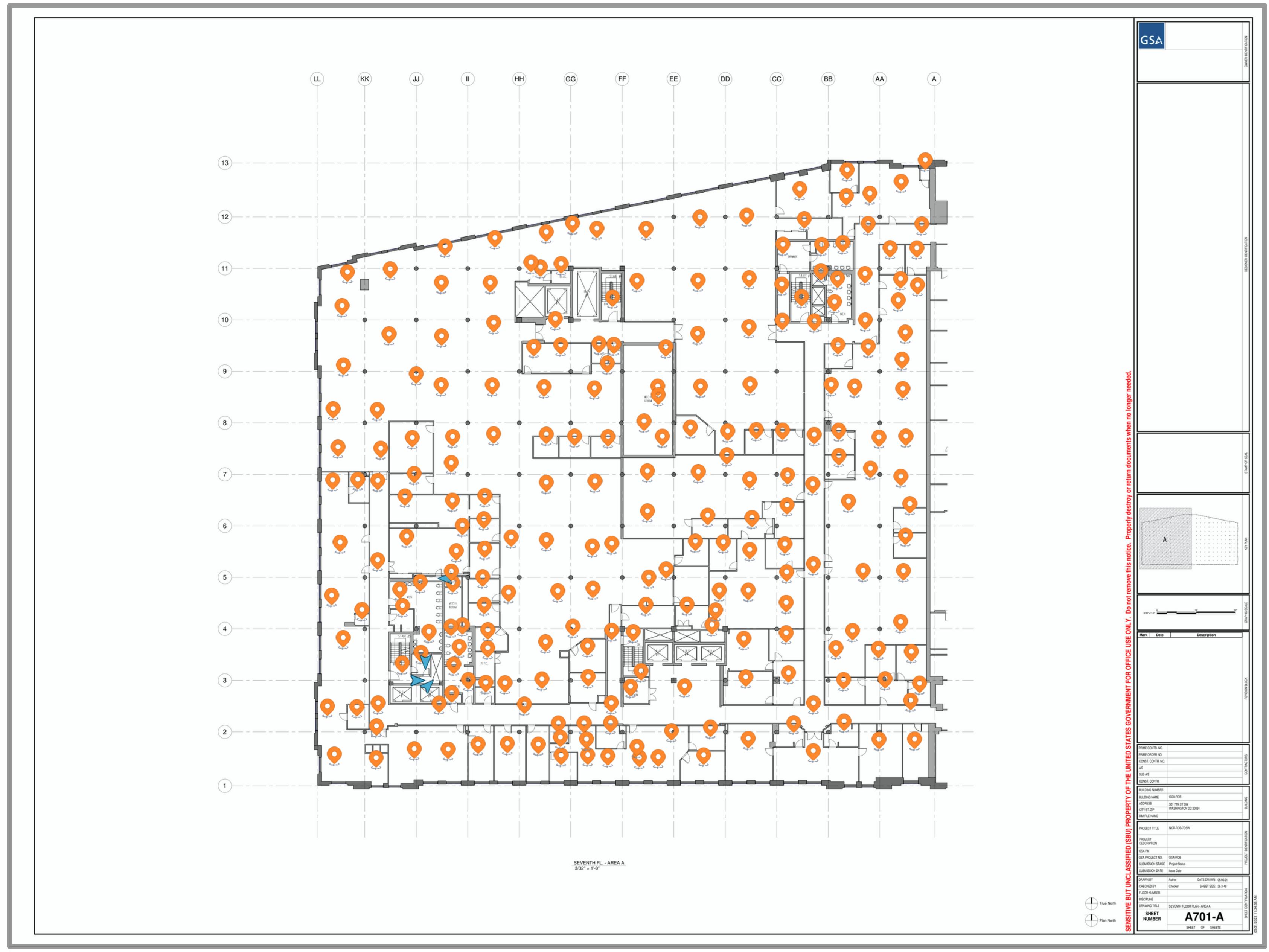


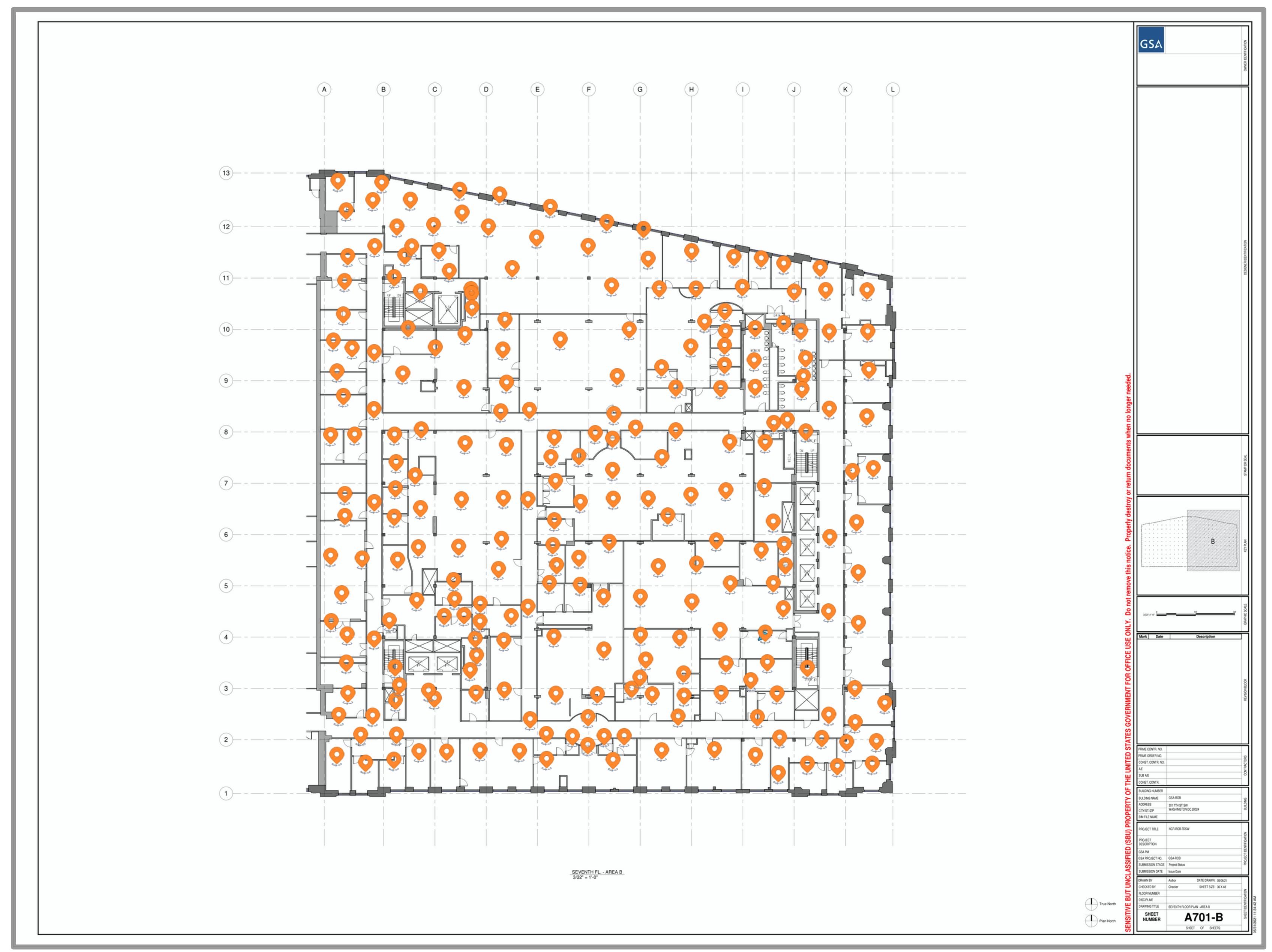
Case 6:24-cv-00037-DCJ-DJA Document 32-23 Filed 02/28/24 Page 192 of 207 PageID #: 1373

Area Export 2021/06/01 7:26 PM EDT

Area 06 - SIXTH FLOOR - EAST **Project** GSA - 7DSW - Existing Conditions Capture

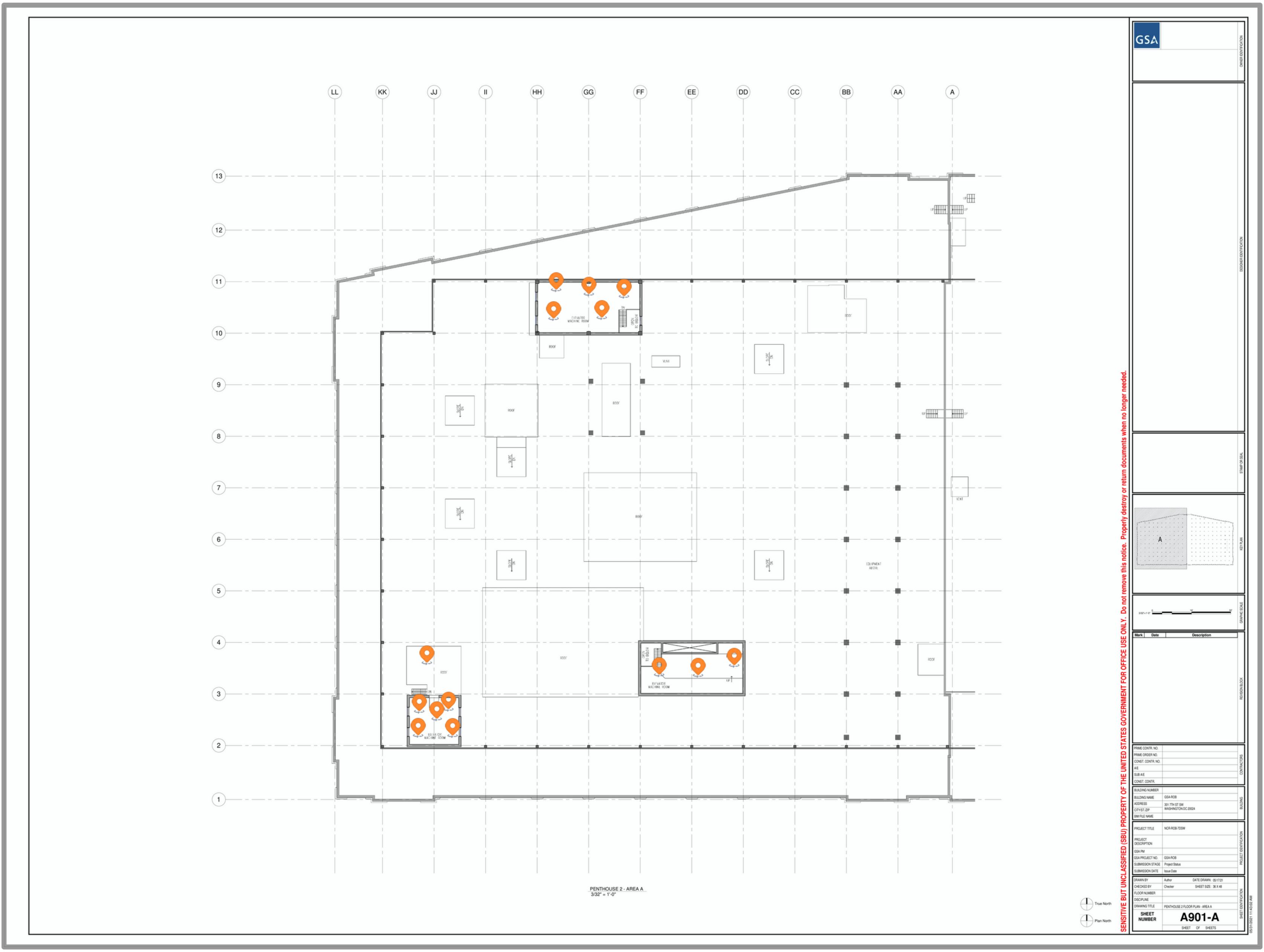


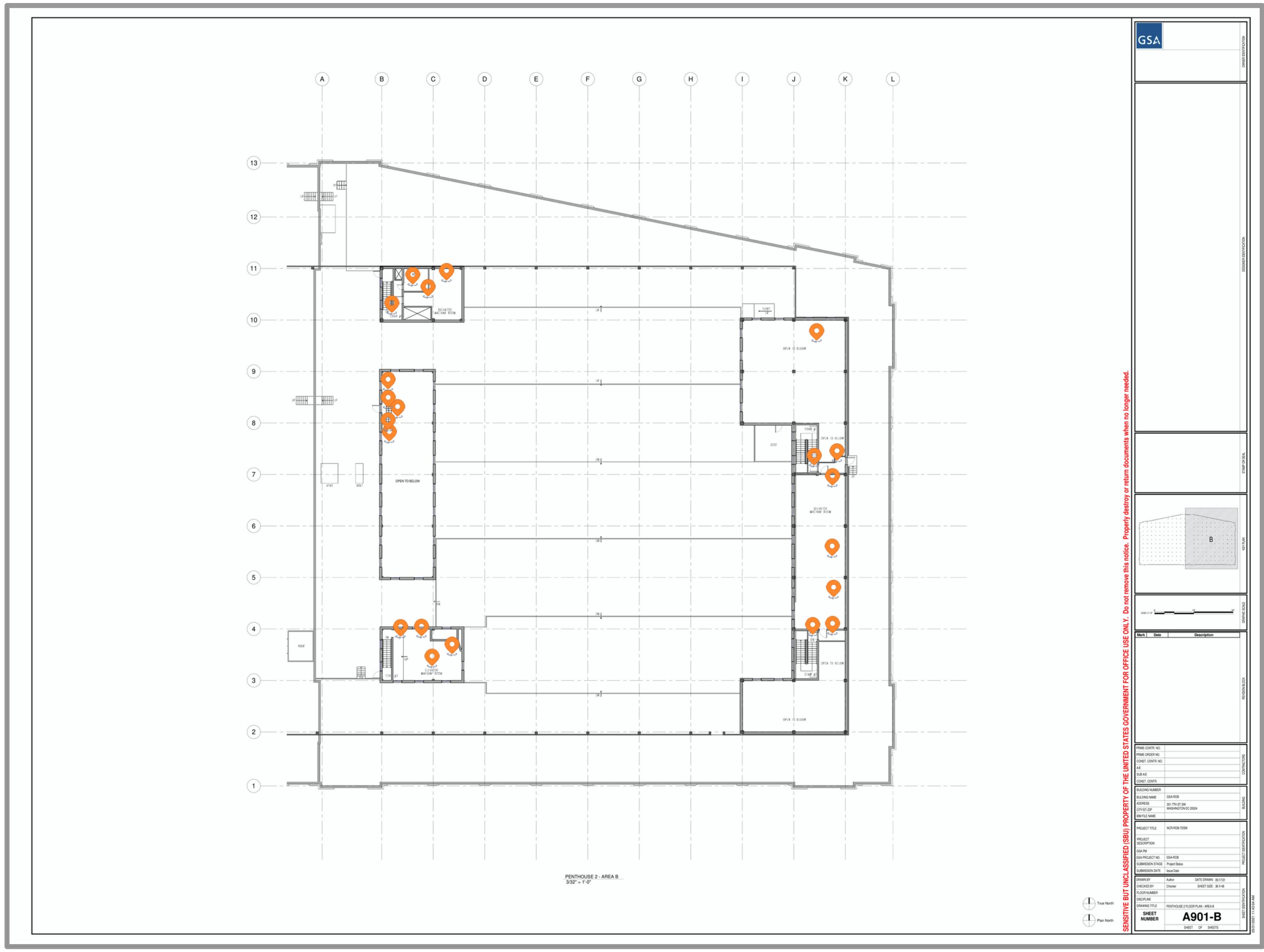












2/20/24, @223@M6:24-cv-00037-DCJ-DJA Document 32-23 Filson@2/28/24 Page 199 of 207 PageID #:

"General Decision Number: DC20240002 01/12/2024

Superseded General Decision Number: DC20230002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- l. Executive Order 14026 generally applies to the contract.
- . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

0

01/05/2024

1

01/12/2024

ASBE0024-007 10/01/2023

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 40.02 19.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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ASBE0024-008 04/01/2021

Rates Fringes

ASBESTOS WORKER: HAZARDOUS

MATERIAL HANDLER.....\$ 24.46 8.69+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2023

Rates Fringes

FIRESTOPPER...... 29.80 9.83+a

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the pasage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

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BRDC0001-002 04/30/2023

Rates Fringes

BRICKLAYER.....\$ 36.50 13.47

* CARP0197-011 05/01/2023

, ,		
	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet		
CARP0219-001 05/01/2023		
	Rates	Fringes
MILLWRIGHT	•	14.54
CARP0441-001 05/01/2022		
	Rates	Fringes
PILEDRIVERMAN		13.45
* ELEC0026-016 06/05/2023		
	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls * ELEC0026-017 09/04/2023		
	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems)	\$ 31.05	12.30
SCOPE OF WORK: Includes low winstallation, maintenance and facilities (voice, data and witelephone and data inside wirequipment, central offices, Pequipment, railroad communicatelypass, CATV, WAN (Wide area networks) and ISDN (Integrate	I removal of to ideo) including interconne PABX, fiber op itions, micronetworks), LA	eledata Ing outside plant, ect, terminal otic cable and waves, VSAT, N (Local area
WORK EXCLUDED: The installati industrial applications such and computer controller manufinstallation of conduit and/oby Inside Wiremen. On sites w Wireman employed, the Teledat raceway or conduit not greate work is excluded on all new of the fire alarm system is inst	as assembly lacturing systom raceways should be received as Technician are than 10 feetonstruction s	ines, robotics cems. The nall be installed no Inside may install et. Fire alarm sites or wherever

ELEV0010-001 01/01/2023

control work.

Rates Fringes ELEVATOR MECHANIC.....\$ 52.49 37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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IRON0005-005 06/01/2023

Rates Fringes

IRONWORKER, STRUCTURAL AND

ORNAMENTAL.....\$ 36.10 25.19

.....

IRON0005-012 05/01/2023

Rates Fringes

IRONWORKER, REINFORCING......\$ 30.70 23.33

LAB00011-009 06/01/2022

Rates Fringes

LABORER: Skilled.....\$ 27.48 8.98

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer (excluding roofing), open caisson, test pit, underpinning, pier hole and ditches, laggers and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

.....

MARB0002-004 04/30/2023

Rates Fringes

MARBLE/STONE MASON......\$ 43.16 20.28

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

.....

MARB0003-006 04/30/2023

Rates Fringes

TERRAZZO WORKER/SETTER............\$ 33.41 12.67

ADDOOD 007 04/00/0000

MARB0003-007 04/30/2023

-0-1, 444-0.21 00 00001 000 000	Rates	1739 1 1100 1100 120724 1739 1790 1790 1790 1790 1790 1790 1790 179	Page 203 of 207 PageID#
TERRAZZO FINISHER		11.63	
MARB0003-008 04/30/2023			
	Rates	Fringes	
TILE SETTER	\$ 33.41	12.67	
MARB0003-009 04/30/2023			
	Rates	Fringes	
TILE FINISHER	\$ 27.68	11.63	
PAIN0051-014 06/01/2023			
	Rates	Fringes	
GLAZIER Glazing Contracts \$2 million and under Glazing Contracts over \$2	\$ 30.52	13.85	
million	\$ 34.76 	13.85	
PAIN0051-015 06/01/2023			
	Rates	Fringes	
PAINTER Brush, Roller, Spray and Drywall Finisher	\$ 27.46 	11.56	
PLAS0891-005 07/01/2023		_	
	Rates	Fringes	
PLASTERER (Including Fireproofing)			
PLAS0891-006 02/01/2023			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER		12.99	
PLUM0005-010 08/01/2023			
	Rates	Fringes	
PLUMBER	\$ 49.00	23.46+a	
a. PAID HOLIDAYS: Labor Day, V and the day after Thanksgiving, Day, Martin Luther King's Birth Fourth of July.	Christmas Day,	New Year's	

PLUM0602-008 08/01/2023

PIPEFITTER, Includes HVAC
Pipe Installation...........\$ 50.27 23.32+a

Rates

Fringes

Fringes

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

* ROOF0030-016 07/01/2023

ROOFER......\$ 34.56 14.71

Rates

* SFDC0669-002 01/01/2024

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers)......\$ 40.46 25.80

SHEE0100-015 11/01/2021

Rates Fringes

SHEET METAL WORKER (Including

HVAC Duct Installation)......\$ 44.37 21.33+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

^{*} SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General	\$ 13.04 **	2.80
LABORER: Mason Tender - Cement/Concrete	\$ 15.40 **	2.85
LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or		

replacement masonry, brick,
stone and cement......\$ 11.67 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect 811 rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted. $\,$

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write 388:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"